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|--|--|---|--|---|--|---------------------------------------|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE J | | PAGE OF PAGES 1 88 | |
| 2. AMENDMENT/MODIFICATION NO. 0006 | | 3. EFFECTIVE DATE 23-Mar-2005 | | 4. REQUISITION/PURCHASE REQ. NO. W16ROE-4350-7182 | | 5. PROJECT NO.(If applicable) | |
| 6. ISSUED BY USA ENGINEER DISTRICT, NEW YORK ATTN:CENAN-CT ROOM 1843 26 FEDERAL PLAZA NEW YORK NY 10278 | | CODE W912DS | | 7. ADMINISTERED BY (If other than item 6) See Item 6 | | CODE | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) | | | | <input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. W912DS-05-R-0005 | | | |
| | | | | <input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 05-Jan-2005 | | | |
| | | | | 10A. MOD. OF CONTRACT/ORDER NO. | | | |
| | | | | 10B. DATED (SEE ITEM 13) | | | |
| CODE | | FACILITY CODE | | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | |
| <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) | | | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. | | | | | | | |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. | | | | | | | |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B). | | | | | | | |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: | | | | | | | |
| D. OTHER (Specify type of modification and authority) | | | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office. | | | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The solicitation is amended as follows: To request final revised proposals (VOLUME(s) I, II, AND/OR III), subject to the following changes, hereof: 1. To provide changes to the plans and specifications attached herein (SEE SF30 CONTINUATION PAGE); 2. To attached the current and latest wage rate determination; 3. To establish the final revised proposal due date of 29 Mar 05, at 1400 hours local time. All other terms and conditions shall remain the same and unchanged. NOTE: OFFERORS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT BY THE DATE SPECIFIED IN THE SOLICITATION (OR AS AMENDED) BY ONE OF THE FOLLOWING METHODS: IN THE SPACE PROVIDED ON THE SF1442, BY SEPARATE LETTER, OR BY TELEGRAM, OR BY SIGNING BLOCK 15 BELOW. FAILURE TO ACKNOWLEDGE AMENDMENTS BY THE DATE AND TIME SPECIFIED MAY RESULT IN REJECTION OF YOUR BID IN ACCORDANCE WITH THE LATE BID, LATE MODIFICATIONS OF BIDS OR LATE WITHDRAWAL OF BIDS (FAR14.304). Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. | | | | | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | | | |
| | | | | TEL: _____ EMAIL: _____ | | | |
| 15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign) | | 15C. DATE SIGNED | | 16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer) | | 16C. DATE SIGNED 23-Mar-2005 | |

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

AMENDMENT 0006- INFO

Final revised proposal(s) are due on 29 Mar 05 at 1400 hours local time.

Subject to discussions held with all eligible offerors, the offerors shall submitted as part of the final revised proposals, Volume(s) I, II, and III, as needed to attain an evaluated "GO" rating to be considered for award. IAW Section 00110, para. 3.0, six separate revised or supplemental technical copies shall be required. IAW Section 00110, para. 4.0, six copies of the revised priced proposal shall be submitted for the final revised proposal. IAW Section 00110, para. 5.0, one (1) original and two (2) copies of the revised Subcontracting Plan shall be submitted, as needed to improve to a "GO" rating. Binders are not required. Folders are acceptable.

The following specification changes/revisions are incorporated subject to this amendment:

1. Wage rates - GENERAL DECISION: **NY20030007** 03/04/2005 NY7;
2. Offerors price should reflect the elimination of the elevator (PE 2) equipment, Specification Section 14210. This includes the following, car and enclosure, hoistway entrances, doors, motor drives, guide rails, controls, cable and associated elevator specialties and miscellaneous items associated with the elevator package. The elevator shaft with sprinkler and power panel for a future elevator will be provided. The door openings will be replaced with the adjacent wall type(s) on all floors.
3. Offerors price should reflect revising the shape of all structural columns to a round shape. The offeror shall assume the column cross sectional area will remain the same and the reinforcing for these columns (total weight) will remain the same. A final design solution will follow subsequent to award.
4. Reference specification section 00800.6 Liquidated Damages-Construction, para a. - revise \$6,600.00 to read \$450.00.
5. Reference specification section 00800.6 Liquidated Damages-Construction, para c. - revise \$1,650.00 to read \$100.00.
6. Reference specification section 00800.45 Contractors Key Management Personnel para e. Contractor's Subcontract Manager/Superintendent. Delete this requirement in its entirety.

NOTES:

Offerors should submit any comments or assumptions associated with their price adjustment based on the above modifications. Offerors are not required to provide each price adjustment as part of the offeror and shall follow the instructions for the price proposal submission as per sections 00110 and 00120.

Note that if the project is awarded with the above revisions the listed changes become part of the contract.

Offerors are reminded to check their granite material cost with the supplier - Fletcher Granite Company, LLC. A revision due to the elimination of chamfering was submitted by Fletcher.

Section 00010 - Solicitation Contract Form

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|----------|------------|--------|
| 0001 | BASE BID ITEM #1 FFP All work associated with construction of the New Library/Learning Center in accordance with VOLs 1-3 and the specifications, excluding CLINs 0002-0009. PURCHASE REQUEST NUMBER: W16ROE-4350-7182 | 1 | Lump Sum | | |
| NET AMT | | | | | |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0002 | BASE BID ITEMS #2 AND #3 FFP Rock Excavation | | | | |
| NET AMT | | | | | |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|----------------|------------|--------|
| 0002AA | BASE BID SUB ITEM #2 FFP Mass Rock | 8,076 | Cubic Meter | | |
| NET AMT | | | | | |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|----------------|------------|--------|
| 0002AB | | 808 | Cubic Meter | | |
| | BASE BID SUB ITEM #3 FFP Additional Mass Rock | | | | |

NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|----------------|------------|--------|
| 0002AC | | 1,916 | Cubic Meter | | |
| | BASE BID SUB ITEM #2 FFP Trench Rock | | | | |

NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|----------------|------------|--------|
| 0002AD | | 192 | Cubic Meter | | |
| | BASE BID SUB ITEM #2 FFP Additional Trench Rock | | | | |

NET AMT

FOB: Destination

TOTAL OF BASE BID (CLINs 0001-0002): _____

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|----------|------------|--------|
| 0003 | | | Lump Sum | | |
| OPTION | OPTION ITEM - LIMESTONE WINDOW SURROUNDS | | | | |
| | FFP | | | | |
| | All work associated with the addition of the Limestone window surrounds as shown on drawing A845 labeled Option 1 (May be awarded within 240 calendar days from NTP) | | | | |
| | | | | | <hr/> |
| NET AMT | | | | | |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0004 | | | | | |
| OPTION | OPTION ITEM - GRANITE INTERIOR WALLS | | | | |
| | FFP | | | | |
| | All work associated with the addition of the granite interior walls at the following floors in accordance with drawing A900 labeled Option 2 and 3 (May be awarded within 240 calendar days from NTP): | | | | |
| | | | | | <hr/> |
| NET AMT | | | | | |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|----------|------------|--------|
| 0004AA | | 1 | Lump Sum | | |
| OPTION | OPTION ITEM | | | | |
| | FFP | | | | |
| | First Floor Only | | | | |
| | | | | | <hr/> |
| NET AMT | | | | | |

FOB: Destination

W912DS-05-R-0005

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|------------------|--|----------|----------|------------|--------|
| 0004AB OPTION | OPTION ITEM FFP Second thru Sixth Floor Only | 1 | Lump Sum | | |

NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|----------|------------|--------|
| 0005 OPTION | OPTION ITEM CIRC. AND REF. DESKS FFP All work associated with construction of the circulation desk and reference desk including canopies as shown on A402, A702 and A870 thru A872 labeled Option 5. (May be awarded within 600 calendar days from NTP) | 1 | Lump Sum | | |

NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------------|---|----------|----------|------------|--------|
| 0006 OPTION | OPTION ITEM - ARCHITECTURAL CASEWORK FFP All work associated with installation of custom architectural casework (DC01 thru DC04) as shown on A101 labeled Option 7 and A102 thru A106, A855 and A873 thru A875 labeled Option 9 including rotunda millwork in the central stair, bookcases recessed into granite Rotunda walls on floors 2 thru 5, and display cases in the West Point Room (6th floor). (May be awarded within 600 calendar days from NTP) | 1 | Lump Sum | | |

NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|----------|------------|--------|
| 0007 | | 1 | Lump Sum | | |
| OPTION | OPTION ITEM - GRANITE PAVERS FFP All work associated with the construction of granite pavers at the south, east and west building entrances in lieu of concrete pavers as shown on L4.01, L4.02 and C103 labeled Option 17. (May be awarded within 600 calendar days from NTP) | | | | |

 NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|----------|------------|--------|
| 0008 | | 1 | Lump Sum | | |
| OPTION | OPTION ITEM - FLOOR FINISH FFP All work associated with upgrading the floor finish to a thin-set epoxy terrazzo finish in lieu of a stained concrete finish in the first floor lobby as shown on A721, 721A, 721B and A856-857 labeled Option 20. (May be awarded within 600 calendar days from NTP). | | | | |

 NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|----------|------------|--------|
| 0009 | | 1 | Lump Sum | | |
| OPTION | OPTION ITEM - STONE MEDALLIONS FFP All work associated with the construction of stone medallions at the east, west, and south entries as shown on A201, A202, A203, A204A and A847-848 labeled Option 19. (May be awarded within 600 calendar days from NTP) | | | | |

 NET AMT

W912DS-05-R-0005

FOB: Destination

TOTAL Base Bid (CLINs 0001 – 0002) \$ _____

TOTAL All Optional Items (CLINs 0003 – 0009) \$ _____

TOTAL Base Bid & Optional Items (CLINs 0001 – 0009) \$ _____

SECTION 00010 - SOLICITATION CONTRACT FORM

The required response date/time has changed from 03-Mar-2005 02:00 PM to 29-Mar-2005 02:00 PM.

SECTION 00700 - CONTRACT CLAUSES

The following have been modified:

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$450.00 for Section 00800.6, para. a., and \$100 for Section 00800, para. c., for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

**THOMAS JEFFERSON HALL USMA
WEST POINT, NEW YORK
SECTION 00800
SPECIAL CONTRACT REQUIREMENTS**

00800.1 DESCRIPTION, COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK
00800.2 DISCLOSURE OF THE MAGNITUDE OF CONSTRUCTION PROJECTS
00800.3 COORDINATION PERIOD
00800.4 SAFETY AND HEALTH REQUIREMENTS MANUAL
00800.5 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS
00800.6 LIQUIDATED DAMAGES - CONSTRUCTION
00800.7 INSURANCE - WORK ON A GOVERNMENT INSTALLATION
00800.8 IMPLEMENTING GUARANTEES
00800.9 RECORD DRAWINGS
00800.10 PHYSICAL DATA
00800.11 AVAILABILITY AND USE OF UTILITY SERVICES
00800.12 RECORDS OF SCRAP OR SALVAGE
00800.13 IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY
00800.14 CONSTRUCTION PROJECT SIGNS AND BULLETIN BOARD
00800.15 DEFAULT (FIXED-PRICE CONSTRUCTION) (TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER)

00800.16 EMPLOYEE AND VEHICLE IDENTIFICATION
00800.17 FIELD OFFICES
00800.18 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS
00800.19 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
00800.20 SPECIAL SCHEDULING REQUIREMENTS FOR MECHANICAL AND ELECTRICAL
SYSTEMS
00800.21 PRECONSTRUCTION CONFERENCE
00800.22 CONSTRUCTION COLOR BOARD SUBMITTALS
00800.23 ROAD CLOSURES AND UTILITY OUTAGES
00800.24 ACCESS ROUTES, CONTRACTOR AREAS AND DELIVERY AND VISITOR CONTROL
00800.25 EXISTING PARKING
00800.26 MAINTENANCE OF ACCESS ROADS
00800.27 FIRE PROTECTION
00800.28 SITE AND BUILDING SECURITY
00800.29 UTILITY VERIFICATION
00800.30 ARTIFACTS, PRESERVATION & PROTECTION OF HISTORICAL, ARCHAEOLOGICAL
AND CULTURAL RESOURCES
00800.31 CONNECTION WITH WORK OF OTHER CONTRACTS
00800.32 WORKING CONDITIONS, WORKING HOURS AND NON-WORKING DAYS
00800.33 CLEANING UP (CONSTRUCTION DISPOSAL, HOUSEKEEPING AND FINAL CLEANUP)
00800.34 PROTECTION OF OCCUPANTS
00800.35 DUST AND NOISE CONTROL
00800.36 OPERATION AND MAINTENANCE MANUALS
00800.37 PREPARATION OF DD FORM 1354 "TRANSFER OF ACCEPTANCE OF MILITARY REAL
PROPERTY"
00800.38 COORDINATION OF TRADES
00800.39 PROGRESS PHOTOGRAPHS

00800.40 PARTNERSHIP IMPLEMENTATION PLAN

00800.41 DIGGING PERMIT

00800.42 PEST CONTROL

00800.43 Coordination Meetings

00800.44 VIDEO TAPING

00800.45 CONTRACTOR'S KEY MANAGEMENT PERSONNEL
00800.46 CONTINUITY OF QUALITY PERFORMANCE
00800.47 GOVERNMENT RESIDENT MANAGEMENT SYSTEM
00800.48 DISPENSARY AND HOSPITAL FACILITIES
00800.49 CONTRACTOR WARRANTY MANAGEMENT
00800.50 ENVIRONMENTAL RESPONSIBILITY
00800.51 CLAIMS PROCESSING PROCEDURES

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

00800.1 DESCRIPTION, COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK.

a. The site of work is located at U.S. Military Academy, West Point, New York. The work site is on a military reservation and all rules and regulations issued by Commanding Officer covering general safety, security, fire protection and sanitation and pollution control requirements, etc., shall be observed by the Contractor. In addition to complying with these regulations, the Contractor shall require compliance of all his subcontractors, employees, agents or other personnel connected with the performance of the contract.

b. The name of the project on the contract documents is Thomas Jefferson Hall, United States Military Academy West Point, New York. The project consists of construction of a new library and learning center (Thomas Jefferson Hall).

c. The Contractor shall be required to commence work under this contract within 5 calendar days after the date the Contractor receives the Notice to Proceed (NTP), prosecute the work diligently, and complete the entire work ready for use not later than 865 calendar days after the Contractor receives the NTP. The time stated for completion shall include final cleanup of the premises.

00800.2 DISCLOSURE OF THE MAGNITUDE OF CONSTRUCTION PROJECTS. The magnitude of the construction project falls between \$25,000,000 and \$100,000,000.

00800.3 COORDINATION PERIOD. In addition to contract clause titled PRECONSTRUCTION CONFERENCE, the Contractor shall reserve a 2 workday period of time no later than one month following the contract NTP and preconstruction conference for coordination. The Contractor's project management team responsible for this project shall participate. During the 2-day coordination period the Contractor and the Government will exchange information related to the government regulations and procedures, points of contact, relevant design information, archaeological monitoring requirements/coordination, and general discussion about the execution and coordination of the project. The Contractor shall dedicate his management team for this 2-day coordination period.

00800.4 SAFETY AND HEALTH REQUIREMENTS MANUAL.

a. The Contractor shall comply with all pertinent provisions of the current US Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation. The current EM 385-1-1 is available at http://www.hq.usace.army.mil/soh/hqusace_soh.htm. The Contractor shall be responsible for complying with the current manual and all changes posted on the referenced site as of effective date of this solicitation.

b. Before commencing the work, the Contractor shall: (1) Submit a written proposal for implementing the Accident Prevention Plan; and (2) Meet with representatives of the Contracting Officer to discuss and develop a

mutual understanding relative to administration of the overall safety program in accordance with Specification Section 01525, SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS.

00800.5 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS.

a. The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic (AutoCAD 2000) and paper media.

b. The Contractor shall:

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

c. In general:

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

d. Omissions from the drawings or specifications or the mis-description of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or mis-described details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

e. The work shall conform to the specifications and the contract drawings identified on Sheet Reference Number T101.

00800.6 LIQUIDATED DAMAGES-CONSTRUCTION.

a. If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$450.00 for each calendar day of delay until the work is completed or accepted.

b. If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

c. At a time before the scheduled date of project completion (including any extensions) and before the project is physically complete but functionally complete to the satisfaction of the Government, the Government at its sole discretion may agree to accept transfer of the facility provided the remaining work to be done (punch list items) is completed no later than 30 days from the

date of transfer or as agreed to by the Contracting Officer. In this case the contractor shall pay liquidated damages for punch-list items not completed in the daily amount of \$100.00 per day commencing after 30 days of the project transfer or after date required for project completion, whichever occurs later.

00800.7 INSURANCE - WORK ON A GOVERNMENT INSTALLATION

a. The Contractor shall, at it's own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance as follows:

- (1) General Liability Insurance (comprehensive form of policy)
Bodily Injury Liability - \$500,000 per occurrence
Property Damage Liability - \$20,000 per accident
- (2) Automobile Liability Insurance
Bodily Injury Liability - \$200,000 per person and \$500,000 per accident
Property Damage Liability - \$20,000 per accident
- (3) Workmen's Compensation and Employer's Liability Insurance
Compliance with all applicable workmen's compensation and occupational diseases statutes is required. Employer's liability coverage in the minimum amount of \$100,000 is required.

b. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective --

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

c. The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

00800.8 IMPLEMENTING GUARANTEES. At any time subsequent to the acceptance by the Government of a completed installation under this contract, which installation is required to be covered by a specific guarantee or warranty under the terms of the various sections in the TECHNICAL PROVISIONS, the Installation Commander will be an additional authorized party for the purpose of implementing the provision of such guarantees or warranties in behalf of the Government.

00800.9 RECORD DRAWINGS.

a. General: The Contractor shall maintain as-built drawings during the construction period and shall submit final record drawings at the

completion of individual facilities. The Government will provide to the Contractor the CAD (Computer-Aided Drafting) drawing files on electronic disks in AutoCAD 2000 format. The Contractor is required to make prints from the CAD files and continuously maintain drawings to show current as-built conditions for the duration of the construction. Except for updates as indicated below, the Contractor may maintain as-built drawings by marking up drawings by hand or by CAD methods. Scanned drawings will not be acceptable.

b. Progress As-built Prints: During construction the Contractor is responsible for maintaining one set of up to date paper prints to show as-built construction conditions. These prints shall be kept current and available on the job site at all times. All changes from the contract drawings that are made in the work or additional information, which might be uncovered in the course of construction, shall be accordingly recorded as they occur by means of details and notes. The Contracting Officer's Representative and a responsible representative of the Contractor prior to submission of each monthly pay estimate will jointly inspect the as-built prints for accuracy and completeness. Progress as-builts shall show at a minimum the following information:

- (1) The location and description of any utility lines, valves, or other installations of any kind within the construction area. The location includes dimensions to permanent features.
- (2) The location and dimensions of any changes with the building and structure.
- (3) Correct grade or alignment of roads, structures or utilities if any changes were made from the contract plans.
- (4) Correct elevations if changes were made in site grading.
- (5) Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including but not limited to fabricated, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.
- (6) The topography and grades of all drainage installed or affected as part of the project construction.
- (7) All changes, which result from contract modifications.
- (8) Where contract drawings or specifications allow options, only the option selected for construction shall be shown on the as-built prints.
- (9) All amendments to the contract drawings issued during the solicitation period shall be posted on the as-built drawings.

c. Protection of Records: The Contractor shall be responsible for the protection and safety of prints and CAD records until returned to the Contracting Officer. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at his expense.

d. As-Built Updates: At the 25%, 50%, and 75% completion point in construction of this project (as determined by progress payments) the

Contractor shall update the CAD files of the project drawings in the appropriate CAD program to show as-built conditions as above, and submit one set of prints to the Contracting Officer for approval. The submission shall only include drawings that have incurred changes. The intent of the submission is to demonstrate construction changes as marked on the progress as-builts, are being made in the CAD files at regular intervals. Any required corrections shall be made by the Contractor before payment will be approved for this item. The Contractor must use the updated CAD record drawings to produce required prints.

e. Preliminary Record Drawing Submittal: At least 30 calendar days before the anticipated date of final acceptance inspection the Contractor shall deliver 2 copies of progress prints showing final as-built conditions to the Contracting Officer for review and approval. These prints shall correctly show all the features of the project as it has been constructed, adding such additional drawings as may be necessary. Drawings shall be printed from the CAD files updated in the appropriate CAD program. Within 10 days, the Government will provide the Contractor one set of prints indicating required corrections to the preliminary submittal. The Contractor shall correct and resubmit within 5 days. Any required subsequent review and resubmission periods shall each be accomplished within 5 days. Upon Government approval of the preliminary submittal, the Contractor shall prepare final record drawings.

f. Record Drawing Submission: In the appropriate CAD program each drawing shall be marked with the words "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in font which will print at least 3/16" high. All revisions to the original contract drawings will be dated in the revision block. All prints must be reproduced from the updated CAD files. A minimum of 5 calendar days before the anticipated date of final acceptance inspection of the project the Contractor shall deliver to the Contracting Officer:

Three (3) CD's of CAD files of Record Drawings.
One (1) copy of prints of Record Drawings.

Failure to make an acceptable submission of Record Drawings will delay the Final Acceptance Inspection for the project and will be cause for withholding any payment due the Contractor under this contract.

g. Property: All paper prints, reproducible drawings and CAD files will become property of the Government upon final approval. Approval and acceptance of the final record drawings will be accomplished before final payment is made to the Contractor.

h. Payment: No separate payment will be made for the as-built and record drawings or updating of CAD files required under this contract, and all costs in connection therewith shall be considered a subsidiary obligation of the Contractor.

00800.10 PHYSICAL DATA. Data and information furnished or referred to below is for the Contractor's information. The Government will not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

a. Weather Conditions: Climatological data determined from records of the U.S. Weather Bureau Station, USMA, West Point, NY:

Mean Annual Temperature: 51.9 degrees F
Mean Annual Precipitation: 46.1 inches

See also paragraph 0800.14, DEFAULT (FIXED-PRICE CONSTRUCTION) (TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER).

b. Transportation Facilities:

(1) Railroads: Conrail serves the locality of the proposed work. The Contractor shall make all arrangements at his expense for the use of sidings necessary for the delivery of materials, equipment, supplies, and other facilities required for completion of the work. The Contractor's use of sidings must be arranged so as not to interrupt or delay the operation of the Military reservation.

(2) Highways and Roads: Routes US #9W and NYS #293 serve the locality of the proposed work. Roads within the military reservation proposed to be used by the Contractor, shall be subject to prior approval of the Post authorities and such roads, if used, shall be maintained throughout construction and shall be restored to as good condition as existed prior to their use. The Contractor shall also construct such temporary haul roads and bridges as may be necessary for the conduct of his work. Any such temporary construction shall be restored to its original condition. All costs for the use of existing transportation facilities, for the construction of temporary facilities, and for maintenance, repair, removal and restoration shall be borne by the Contractor.

00800.11 AVAILABILITY AND USE OF UTILITY SERVICES.

a. The Government shall make all reasonable amounts of utilities, except for electric for temporary heat, available to the Contractor from existing outlets and supplies, as specified below.

b. The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all temporary connections, distribution lines, meters and associated paraphernalia.

c. Temporary Heating:

(1) The Contractor shall be responsible to provide heat and maintain building temperature at 55 degrees F, 24 hours a day for areas of work, 24 hours a day for the duration of the contract. Electric heat shall require Contracting Officer approval. Open flame heaters are prohibited.

(2) Government steam from existing supply lines is available, but shall be controlled and conserved through the use of a heating system. The Contractor shall pay the government for the use of steam at the prevailing rate listed in the contract. The Contractor has the option to install at the initiation of the project, a temporary meter for this purpose, or install a permanent

meter, as required in the drawings and technical provision of the contract, which shall become the property of the Government.

d. The prevailing rates that will be charged to the Contractor for utility usage will be as follows:

GAS: NOT AVAILABLE

ELECTRIC: \$0.1449/KWH

Water: \$1.33/1000 GAL

Steam: \$10.03/1000 LBS

e. The Contractor will be charged a flat rate of \$2,000 per month for utilities, if the meters and distribution lines required in paragraph (b) above are not installed.

f. All costs associated with the above rates are the Contractor's responsibility and shall be included in the Base Bid price.

00800.12 RECORDS OF SCRAP OR SALVAGE.

a. The Contractor shall maintain adequate property control records for all materials or equipment specified to be salvaged. These records may be in accordance with the Contractor's system of property control, if approved by the property administrator. The Contractor shall be responsible for the adequate storage of all salvaged materials and equipment and shall replace, at no cost to the Government, all salvage materials and equipment which are broken or damaged during salvage operations as the result of negligence, or while in his care.

b. The Chief, Property and Accounting Section, US Army Engineer District, NY, Federal Building, 26 Federal Plaza, NY, NY 10278-0090 is designated as Property Administrator in connection with the contract.

c. The following items shall be salvaged by the Contractor and turned over to the Government:

(1) Site signage: Contractor shall salvage, clean and deliver all traffic and directional signs within the work site to the Government at Building 667 (DHPW Sign Shop).

(2) Light Standards and Luminaries: Contractor shall salvage and deliver all light standards to the Government at the DHPW Electrical shop salvage yard in the vicinity of the Post Motor Pool.

(3) General Patton Statuary: Contractor shall salvage and deliver the General Patton Statuary to South Post (Pershing Center). This includes the stone pedestal.

(4) Class of 1915 Memorial: Contractor shall salvage and deliver the Class of 1915 Memorial to Eisenhower Hall. The benches and water fountain shall be removed and disposed of.

(5) Iron post and chain: Contractor shall salvage and deliver excess iron posts and chain to on-site Government representative.

(6) BEST lock cores: Contractor shall salvage and deliver all lock cores to on-site Government representative.

(7) Pavers and Curbs: Contractor shall salvage and deliver excess pavers and curbs to the on-site Government representative.

00800.13 IDENTIFICATION OF GOVERNMENT FURNISHED EQUIPMENT.

a. The Government will furnish to the Contractor the property identified in the Schedule to be incorporated or installed into the work or used in performing the contract. The listed property will be furnished f.o.b. railroad cars at the place specified in the contract Schedule or f.o.b. truck at the project site. The Contractor is required to accept delivery, pay any demurrage or detention charges, and unload and transport the property to the job site at its own expense. When the property is delivered, the Contractor shall verify its quantity and condition and acknowledge receipt in writing to the Contracting Officer. The Contractor shall also report in writing to the Contracting Officer within 24 hours of delivery any damage to or shortage of the property as received. All such property shall be installed or incorporated into the work at the expense of the Contractor, unless otherwise indicated in this contract.

00800.14 CONSTRUCTION PROJECT SIGNS AND BULLETIN BOARD.

a. The Contractor shall construct two project signs for each work site; one for project identification and the other to show on-the-job safety performance.

b. Sample sign drawings together with mounting and fabrication details are provided at the end of this section. The signs shall be erected as soon as possible and within 15 calendar days after the date of Notice to Proceed.

c. The two signs are to be displayed side by side and mounted for reading by passing viewers. The exact placement location will be as designated by the Contracting Officer.

d. Panels are to be fabricated using HDO (High Density Overlay) plywood with dimensional lumber uprights and bracing. The sign faces shall be non-reflective vinyl.

e. All legends are to be die-cut or computer cut in the sizes and typefaces specified and applied to the white panel background following the graphic formats shown on the attached sheets. The Communications Red panel on the left side of the construction project sign with the Corps signature (reverse version) shall be screen printed onto the white background.

f. Immediately upon beginning of work, the Contractor shall provide a weatherproof glass-covered bulletin board not less than 915 by 120 mm in size for displaying the Equal Opportunity Employment poster, a copy of the wage decision contained in the contract, Wage Rate Information poster, and other information approved by the Contracting Officer. The bulletin board shall be located at the project site in a conspicuous place easily accessible to all employees, as approved by the Contracting Officer. Legible copies of the above information shall be displayed until work is completed.

g. No separate payment will be made for erecting and maintaining the project signs or bulletin boards, and all costs in connection therewith will be considered the obligation of the Contractor. Upon completion of the

project, the Contractor shall remove the signs and bulletin board from the work site.

00800.15 DEFAULT (FIXED-PRICE CONSTRUCTION) (TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER.

a. This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the contract clause titled DEFAULT (FIXED-PRICE CONSTRUCTION). The listing below defines the monthly-anticipated adverse weather for the contract period and is based upon NOAA or similar data for the geographic location of the project. In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

STATION LOCATION: USMA, West Point, NY

MONTHLY ANTICIPATED ADVERSE WEATHER CALENDAR DAYS

| JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| (8) | (7) | (7) | (9) | (9) | (8) | (5) | (7) | (5) | (8) | (6) | (9) |

b. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. The above schedule of anticipated adverse weather will constitute the base line for monthly (or portion thereby) weather time evaluations. Actual adverse weather days will be required on a Calendar day basis (include weekends and holidays) and compared to the monthly-anticipated adverse weather in subparagraph "a" above. For purposes of subparagraph "d" the term actual adverse weather days shall include days impacted by actual adverse weather days.

c. The number of actual adverse weather days shall be calculated chronologically from the first to the last day in each month. Once the number of actual adverse weather days anticipated in subparagraph "a" above have been incurred, the Contracting Officer will examine any subsequently occurring adverse weather days to determine whether a Contractor is entitled to a time extension. These subsequently occurring adverse weather days must prevent work for 50 percent or more of the Contractor's workday and delay work critical to the timely completion of the project. The Contracting Officer will convert any delays meeting the above requirements to Calendar days and issue a modification in accordance with the clause titled DEFAULT (FIXED-PRICE CONSTRUCTION).

d. The Contractor's schedule must reflect the above anticipated adverse weather delays on all weather dependent activities.

00800.16 EMPLOYEE AND VEHICLE IDENTIFICATION.

a. The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display such identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of any employees. The photo identification badges shall be photo plastic laminate with a bright orange bar at the top. The badges shall indicate the project name, prime contractor name, subcontractor name, badge no., employee's signature and photograph. These badges will be supplied to all employees including subcontractors. All personnel working on the project must be in possession of their contractor badges at all times. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

b. The Contractor and subcontractors shall register all company and private vehicles that will be used in the execution of this contract with the Installation Provost Marshall's office prior to start of work by the Contractor/subcontractor. The Contractor shall submit a list of such vehicles to the Contracting Officer identifying them by vehicle number, vehicle license number, registration (where registered and expiration of registration), and insurance coverage. All Contractor/subcontractor employees working under this contract shall comply with the Installation Traffic Regulations. All contractor vehicles are subject to random searches.

00800.17 FIELD OFFICES. The Contractor shall provide and maintain administrative field office facilities within the construction area at the designated site. Government office and warehouse facilities will not be available to the Contractor's personnel. Additionally, the Contractor shall furnish, set-up, and maintain a Government field office in the Contractor's staging area along with two parking spaces reserved for Government use only. The field office shall be fully equipped with office furnishings and equipment as described below. Janitorial services shall be provided a minimum of twice weekly. The Contractor shall provide approved sanitary facilities and drinking water. The field office, furnishings, and equipment will be returned to the Contractor at the end of the project and removed from the project site. No separate payment will be made for providing the field office, furnishings and equipment.

a. Field offices: Trailers provided and used by the Contractor shall present a clean and neat exterior appearance and shall be in a state of good repair. Trailers, which, in the opinion of the Contracting Officer, require exterior painting or maintenance, will not be allowed on the Installation. The trailer shall be a minimum of 66 square meters (720 square feet) with a minimum of 2 meters (7 feet) headroom. Trailers shall be equipped with approved electrical wiring, at least one double convenience outlet and the required switches and fuses to provide 110-220 volt power. The trailer shall be waterproof, shall have a minimum of two doors, electric lights, a battery operated smoke detector alarm, a sufficient number of screened and adjustable windows with blinds for adequate light and ventilation. Windows and doors shall be capable of being locked with dead bolt type locking devices or a padlock and heavy-duty hasp bolted to the door. Door hinge pins shall be non-removable. Windows shall be arranged to open and to be securely fastened from the inside. Electrical lighting shall be sufficient for office use with

power and electrical outlets sufficient to support office equipment described in this paragraph. Heating and air conditioning shall be provided. In warm weather, air conditioning capable of maintaining the office at 50 percent relative humidity and a room temperature 11 degrees C (20 degrees F) below the outside temperature when the outside temperature is 35 degrees C (95 degrees F) or above, shall be furnished. Necessary power, telephone and internet services to support building and office equipment shall be furnished by the Contractor.

b. Furnishings: The following office furnishings shall be provided:

- (1) Four lockable legal sized four-drawer filing cabinets.
- (2) Three work desks/stations and ergonomically designed chairs.
- (3) One drawing/drafting table with chair.
- (4) Three trash receptacles.

c. Equipment: The office equipment listed below shall be provided by the Contractor and shall be set-up and connected to required services for operation:

- (1) One copier (Konica Model 2125 with sorter and auto feeder or approved equal).
- (2) One color scanner/fax/printer/copier (HP OfficeJet d 155xi or approved equal).
- (3) Three personnel computer systems having the following minimum hardware and software capabilities:

Processor: Pentium IV or equal running at 2.0 GHz or better

Memory: High speed cache memory controller with at least 512 KB L2 Pipeline Burst Cache and 512MB SDRAM

Storage: 60 GB Hard Drive with 9 ms access time

Drive Bays: 3.5-inch 1.44 MB diskette drive

5.25-inch CD-RW Drive

5.25-inch CD ROM

USB Ports: Front and rear

Graphics Card: Single Analog VGA support (AGP 4X)

Monitor: 17" Single Analog VGA: 1920 x 1200 @ 75 Hz

Operating System/Software: MS Office Windows 2000 Professional/Office Suite, Adobe Acrobat Reader, Norton Antivirus Software and periodic updates, TCP/IP Network Protocol, AutoCAD 2000

Modem: V.90 56 KB Baud (dial-up)/ 10/100MB 3COM net card (network connection)

Network Card: 10Base-T Ethernet Network Interface Card (NIC)

Sound Card with speakers

Mouse: 2 button with scroll and mouse pad

Keyboard: Enhanced 101 keyboard

Surge protector: six-outlet

Printer: HP LaserJet 4100 Series printer or approved equal

Signature Card Reader: Signature card reader (Gradkell part number-050-0300, Phone #: (256)722-8585 ext 37)

DSL Cable or Modem Service: Business DSL or Cable modem service with all required equipment (modems, filters, etc.). DSL service shall be 1.5Mbps downstream/384Kbps upstream. Service shall utilize a Static IP address for the connection. DSL or Cable Modem service shall be a dedicated service, and this line shall not be shared with any other users (ie Contractor's Field Office Trailer and USACE Field Office Trailer shall not utilize the same DSL or Cable Modem line via an Ethernet Switch/Hub).

(4) One 3 Mega Pixel digital camera with 2x optical zoom, built in flash, direct PC connection or a docking station for downloading images, rechargeable batteries or AC adapter with thumbnail playback on the camera's LCD viewfinder.

(5) Three combination telephone/answering machines. The Contractor shall provide separate lines for the fax machine, telephones and computers connections.

(6) One first aid kit. As a minimum the kit will include antiseptic kit, eyewash solution, bandages, insect sting medication, aspirin and acetaminophen, and coldpack.

(7) One fire extinguisher type as required for size of trailer/office.

(8) One compact refrigerator, minimum size 0.1 cubic meters (3.6 cubic feet).

d. Computer Security requirements. The Contractor shall agree to accept responsibilities and comply with procedures indicated below in connection with the furnishing of Contractor-owned computers for use by Government personnel in accordance with contract requirements.

(1) The computers will be dedicated exclusively for Government use. Contractor shall not use any computer it supplies which is designated for use by the Government. The Contractor shall assure that the Central Processing Unit (CPU) is electronically isolated from the Contractor's and not inter-connected via Local Area Network (LAN).

(2) If the CPU hard drive fails, the Government will furnish an equivalent hard drive to the owner of the computer, and the old hard-drive will be returned to the Government. The Contractor shall not remove any hard drive nor proceed with any repair of the computer unless an authorized Government employee witnesses and approves the repair.

(3) At the time of return of the computer, the Contractor will allow the Government to first remove all information from the hard drive.

(4) The Contractor agrees to provide a written certification signed by an authorized officer of the company agreeing to the above policy.

00800.18 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS. In addition to the requirements contained in contract clause titled PAYMENTS UNDER FIXED-

PRICE CONSTRUCTION CONTRACTS, and PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS and Specification Section 01320, PROJECT SCHEDULE: NETWORK ANALYSIS SYSTEM the following will apply to all payments made under this contract:

a. At the time of submission of the project schedule, the Contractor shall submit for approval by the Contracting Officer or his authorized representative a breakdown of the contract work which shall be to the degree of detail required by the Contracting Officer or his representative to effect reasonable progress payments. The Contracting Officer or his representative will review this breakdown within 30 calendar days after receipt and either advise the Contractor that it is approved or disapproved, and if disapproved the reasons for disapproval. Only after the breakdown is approved will any payment invoice be accepted from the Contractor. The Contracting Officer can determine it is in the best interest of the Government to make payment without an approved breakdown, however, in no case will more than 10% of the contract amount be paid unless the breakdown is approved.

b. The Contractor shall submit requests for payment through submission of a proper invoice to the office or person(s) designated in subparagraph

(c). For purposes of payment a "proper invoice" is defined as the following:

(1) An estimate of the work completed in accordance with the approved breakdown indicating the percentage of work of each item and the associated costs.

(2) A properly completed ENG Form 93 and 93a (where required).

(3) All contractual submissions indicated elsewhere in this contract to be submitted with payment, such as updated progress schedules, updated submittal registers, etc.

(4) The following certification executed by a responsible official of the organization authorized to bind the firm. A "responsible official" is either a corporate officer, partner, or owner, in the case of a sole proprietorship.

I hereby certify, to the best of my knowledge and belief, that:

(1) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract requirements and the requirements of Chapter 39 of Title 31, United States Code; and

(3) This request for progress payments does not include any amounts, which the prime Contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract;

(4) This certification is not to be construed as final acceptance of a subcontractor's performance; and

(5) All required prime and subcontractor payrolls have been submitted.

(Name)

(Title)

(Date)

c. The Government will designate the office or person(s) who shall first receive the invoice submissions and the Contractor shall be so notified at the pre-construction conference. In addition to the designated Project Engineer, the Contractor shall at the same time submit one copy of the detailed breakdown and the ENG Form 93 and 93a to the Area Engineer.

d. The Government representative will return any request for payment that is deemed improper within 7 days of receipt and will specify the defects. If the defect concerns a disagreement as to the amount of work performed and/or the amount of the payment being submitted, the Government and the Contractor's representative will meet to resolve the differences and reach agreement. Upon agreement, the Contractor shall submit a new breakdown and ENG Form 93 and 93a and any other submissions requiring correction. These shall be incorporated with the previous submittal and will then constitute a proper invoice.

e. If agreement cannot be reached, the Government will determine the proper amount per contract clause, PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS and process the payment accordingly. In this event, a "proper invoice" for prompt payment purposes will not have been submitted to the Government.

f. The Government will pay the Contractor in accordance with the following time frames:

(1) Progress Payments. From the date a "proper invoice" is received, in accordance with subparagraphs b and d, the Government will issue a check within 14 calendar days.

(2) Reduction in Retainage Payment. If during the course of the contract, a reduction in retainage payment is required, the Government will issue a check within 14 calendar days after the approval of the release to the Contractor by the Contracting Officer or his authorized representative.

(3) Final Payment. A final payment request will not be considered valid until the Contractor has fulfilled all contract requirements including all administrative items, as-built's, training, payrolls, warranties, etc. and has submitted a release of claims. When the Contractor has fulfilled all contract requirements and a "proper invoice" has been submitted, the Government shall issue a check within 14 days from the date of acceptance of the project by the Contracting Officer.

00800.19 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA.

a. "*Hazardous material*," includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

b. The Contractor shall submit, a Material Safety Data Sheet, (OUS Department of Labor Form OSHA 174) meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material 5 days before delivery of the material, whether or not the Contractor is the manufacturer of these items. This obligation applies to all materials delivered under this contract that will involve exposure to hazardous materials or items containing these materials.

c. Neither the requirements of contract clause titled HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

d. Nothing contained in this contract clause titled HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

e. The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials; (ii) Obtain medical treatment for those affected by the material; and (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

f. The Contractor shall insert this requirement, including this paragraph (f), with appropriate changes in the designation of the parties, in subcontracts at any tier (including purchase designations or purchase orders) under this contract involving hazardous material.

00800.20 SPECIAL SCHEDULING REQUIREMENTS FOR MECHANICAL AND ELECTRICAL SYSTEMS. In reference to the contract clause entitled "PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS", see SECTION 01452 TESTING FOR MECHANICAL AND ELECTRICAL SYSTEMS for additional scheduling requirements for such systems.

00800.21 PRECONSTRUCTION CONFERENCE.

a. A preconstruction conference will be arranged by the Contracting Officer, or the Contracting Officer's Representative, after award of the contract and before commencement of work. The Contracting Officer's Representative will notify the Contractor of the time and date set for the meeting. At this conference, the Contractor will be oriented with respect to Government procedures and line of authority, contractual, administrative, and construction matters. Additionally, a schedule of required submittals will be discussed.

b. The Contractor shall bring to this conference the following items in either completed or draft form:

- The Contractor's order of work
- Accident Prevention Plan
- Quality Control Plan
- Superintendent Appointment Letter
- Subcontractors List

00800.22 CONSTRUCTION COLOR BOARD SUBMITTALS. The Contractor shall submit 1 set of color boards depicting the samples of all finish materials. The color board (finishes sample submittal package) shall include all visible exterior and interior materials and finishes that are part of the building (and/or structure) or built-in items provided under this contract. The color boards shall be delivered to Contracting Officer. The Contractor shall furnish his color board submittal within 160 days after receipt of the notice to proceed, but more than 30 days prior to ordering finish materials. The colors listed in the specifications or drawings are for reference only. The final selection of colors will be made after submittal of the color boards. The Contractor should obtain approval of his entire color board submission before beginning any work involving finishes. The Contractor shall use the following format when assembling the color boards.

a. Provide the samples on 8 ½ X 11 inch board modules with a maximum spread of 25 ½ X 33 inches for foldouts. Label the modules with the project titles and design them to fit in a standard loose leaf, three-post binder. The modules should support and anchor all samples. Anchor large or heavy samples with mechanical fasteners.

b. Organize the submittals in a logical manner to allow a fast review. Write descriptions and explanations clearly. Drawings and photographs must be clear and concise.

c. Organize samples by scheme with a separate scheme for each room or for groups of rooms with the same scheme. Coordinate the schemes by room names and numbers shown on the architectural floor plans and room finish and color schedule. Include floor plans and schedules in modules.

d. Indicate true pattern color and texture for interior material and finish samples. Carpet samples should be large enough to indicate a complete pattern or design, but not less than 3 by 5 inches.

e. Include color/finish pattern and texture for exterior materials and finishes.

f. Provide at least a 6 X 6 inch sample where either interior or exterior special finishes, such as architectural concrete or pre-finished textured metal panels, are required.

00800.23 ROAD CLOSURES AND UTILITY OUTAGES.

a. Utility Outages:

(1) The Contractor is advised that the existing utilities service other buildings or areas adjacent to the specific work sites. These buildings will be active and utilized for the entire period of this contract. The Contractor shall maintain all utilities and systems operational at all times except outages approved by the Contracting Officer.

(2) All utility outages shall be scheduled by the Contractor and approved by the Contracting Officer. No outage will be approved which will adversely affect the current operation or mission accomplishment. Outages shall only be approved to perform tie-ins of new or temporary utilities to existing lines. The Contractor shall request, in writing, the Contracting Officers approval, of any proposed outages at least 14 calendar days prior to the date of the proposed outage. The Contractor shall also be responsible for any repairs or start-up procedures in the affected facilities caused by the outages. The Contractor shall coordinate with the Contracting Officer and representatives of the Installation regarding the work that the Contractor must accomplish in various buildings to re-establish the utilities to proper working conditions. The request for the approval of a utility outage shall include, at minimum, the following: description of the utility; time and duration of the outage; areas and systems affected; proof that all preparatory work is complete; proof that all necessary materials, equipment and manpower are in place; utility lines have been verified; and a contingency plan is in place.

(3) Times frames during which the Contracting Officer may approve utility outages:

Electrical Services:

2200 to 0400 hours, Monday - Friday (daily)

Domestic Water (Hot and Cold):

2200 to 0400 hours, Monday - Friday

Fuel (Natural) Gas:

2200 to 0400 hours, Monday - Friday (daily)

Sanitary Drainage:

2200 to 0400 hours, Monday - Friday (daily)

Steam:

2200 to 0400 hours, Monday - Friday (daily) subject to heating/cooling requirements.

Steam tie-in at Tunnel - During annual shutdown in June

Fire Detection/Alarm:

0700 to 1400 hours, Monday - Friday. Maximum duration of two (2) hours, subject to contingency plan.

Fire Protection Systems:

0700 to 1400 hours, Monday - Friday. Maximum duration of two (2) hours, subject to contingency plan.

HVAC:

1000 to 1400 hours, Monday - Friday. Maximum duration of four (4) hours, subject to heating/cooling requirements.

Telecommunications (telephone, LAN, CATV):
2200 to 0400 hours, Monday - Friday. Maximum duration of four (4) hours.

(4) The Contractor shall have on-site all materials, equipment, manpower, etc. to complete all work during the approved duration of the outage. All utilities and systems shall be fully tested and operational prior to the end of the approved outage. Unscheduled outages shall be repaired immediately. Repairs and corrective actions shall proceed continuously in a diligent manner until all services and utilities are restored to their original condition.

b. Road Closures: Road closures shall not be allowed. Utility installations that affect the roads shall be accomplished in manner to provide through-traffic at all times. In this regard, the Contractor shall provide plates, install utilities in one half of the road at one time; provide temporary access, etc. The Contractor shall submit to the Contracting Officer, a proposed plan indicating how the work is to be performed in road areas and how through-traffic will be maintained. The Contractor shall provide temporary protection, signage, flagmen and traffic controls to maintain free vehicular movement as shown on the plans. Temporary protection, signage and traffic controls shall comply with New York State Department of Transportation requirements. The plan shall be submitted 30 calendar days prior to initiating any work in the affected road access. No work shall take place until the Contracting Officer approves the plan. The Contractor shall notify the Contracting Officer, at a minimum of the one-week in advance, prior to any disruption in parking or traffic flow.

00800.24 ACCESS ROUTES, CONTRACTOR AREAS, DELIVERY AND VISITOR CONTROL.

a. The Contractor will only be allowed to access the installation through Stony Gate. Contractor's personnel and construction equipment will not be permitted in any place other than what is designated on the Staging Plan, C-002 and the Existing Conditions Plan, A001-AR unless specifically authorized by the Contracting Officer. The "Limit of Contract", "Contract Limit" or "Construction Limit" lines as well as all areas outside of the limit of work lines as approved by the Contracting Officer may change according to the phasing requirements specified in the contract documents. A request for authorization to use alternate limited access shall be made by the Contractor to the Contracting Officer at least 7 calendar days in advance.

b. The Contractor shall utilize the areas indicated on Drawing C-002 for his daily staging. The contractor shall provide a construction fence surrounding these areas as indicated on the contract drawings. The contractor will remove the construction fence at completion of the job and restore any areas disturbed by the fence. Trailers, materials, or equipment shall not be placed or stored outside the fenced area unless such trailers, materials or equipment are assigned a separate and distant storage area by the Contracting Officer away from the vicinity of the staging area but within military boundaries. Trailer, equipment, or materials shall not be open to public view with the exception of those items, which are in support of ongoing work on any given day. Materials shall not be stockpiled outside the fence in preparation for the next day's work. At the end of each work day mobile equipment, such as tractors, wheeled lifting equipment, cranes, backhoes and like equipment, shall be parked within the fenced area. The following shall

remain fully accessible: sally ports, hydrants, standpipes and access ways. The Contractor shall be responsible for all temporary connections (power, water telephone, etc.) to the staging area. The Contractor shall maintain the area in a clean and neat condition. Parking for Contractor's employees within the staging area is subject to Contracting Officer approval. Contractor's employees parking will be limited to a remote site. The Contractor shall be responsible for transporting employees to the project site. The Contractor will return all disturbed areas to their original condition unless specifically authorized by the Contracting Officer.

c. Additional off-site storage areas, if available, may be provided by the Government upon request from the Contractor at no additional cost. The Contractor must maintain all necessary security of his materials and supplies at this off-site location.

d. The Contractor shall be responsible for the control of material deliveries, vendors, suppliers, prospective employees and other authorized personnel entering the project area as relates to this contract. The Contractor shall install signs at entrances to the project directing deliveries and visitors to the proper entry points.

e. The Contractor shall be permitted to utilize the area for material storage and unloading, material hoists, rubbish containers, rubbish chutes (if any), temporary office and personnel dressing facilities, and all other items required for staging. Contractor shall maintain the grounds within his area. Grass and weeds shall be cut at least weekly during the growing season. The Contractor shall assume full responsibility for the protection and safekeeping of materials under this contract, stored on site. The Contractor shall move any stored materials that interfere with operations of the Government.

f. The Contractor shall provide chemical toilets for his personnel in the staging areas, and shall be responsible for cleaning and servicing these toilets in accordance with pertinent health regulations and assure a frequency of service as required to prevent odors or other nuisance. Use of toilet facilities by Contractor's employees within surrounding buildings will not be permitted.

g. The Contractor shall provide weather tight and waterproof storage facilities for all materials stored at the site and required to be incorporated into the work.

h. The Contractor shall remove rubbish containers when full or every 2 weeks which ever comes first.

i. The color of dumpsters, trailers, and storage sheds and portable latrines shall be approved by the Contracting Officer.

j. All materials, trailers, and storage sheds in staging and construction areas shall be elevated and stored a minimum of 3 feet from any structure or fixed object. Trailers shall have doors on both ends.

k. Contractor shall limit employees to his work site.

00800.25 EXISTING PARKING. The existing parking for visitors and Government employees shall not be used by the Contractor. No contractor or subcontractor employee parking is available near the immediate facility.

00800.26 MAINTENANCE OF ACCESS ROADS.

a. The Contractor shall be responsible for the maintenance of access roads between the site staging areas and the construction site. Maintenance of access roads shall include snow removal. The Contractor shall remove snow piles and rows when they affect safety, hamper emergency and fire vehicles, or block proper drainage.

b. The Contractor shall provide and allow full access to the project site to all traffic, except as noted, to other contractors and authorized personnel as designated by the Contracting Officer.

c. The Contractor shall not inflict damage upon land properties, roads outside the authorized construction areas by unwarranted entry upon, driving over curbs, passage through, damage to or disposal of, material on such land or property, or overloading of roads. The Contractor may make a separate agreement with any other party, regarding the use of, or right to, land or facilities outside the Installation. If such an agreement is made, it shall be in writing and a copy shall be furnished to the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents free from liability of any nature or kind arising from any trespassing or damage occasioned by Contractor operations.

00800.27 FIRE PROTECTION. The Contractor will provide fire protection in accordance with Section 9 of EM 385-1-1, US Army Corps of Engineers Safety and Health Requirements Manual. The Contractor's means of providing such protection will be included in his safety plan as required by the contract. The plan shall include fire exits and access routes during construction and during partial acceptance of the facilities, if any. Although the US Military Academy, West Point Fire department and local departments with whom the US Military Academy has mutual aid agreements will respond to emergencies, the capabilities of these departments will be limited by their available equipment and access to the construction sites. The West Point Fire Department does not permit open flame heating devices or tar kettles on roofs.

00800.28 SITE AND BUILDING SECURITY.

a. The Contractor shall be responsible for the security of the areas within the contract limits. When the Government takes possession of certain areas, the Contractor shall be responsible for the areas remaining under Contractor control.

b. The Contractor shall be responsible for furnishing an identification badge to each employee in accordance with paragraph titled IDENTIFICATION OF EMPLOYEES. The Contractor shall provide an updated list of all employees working on the site. This list shall be provided on a monthly basis or when requested by the Contracting Office throughout the duration of this contract.

c. The Contractor shall submit a written Security Plan for the approval of the Contracting Officer no later than 30 calendar days after

receipt of the NTP. The plan will address the requirements stated above, the various contract technical and special requirements and the Installation Security regulations. The Security Plan will set operating procedures and organizational structure including designation of responsible individuals.

00800.29 UTILITY VERIFICATION. The contract drawings depict the general layout and elevations of all known utilities. The utility lines are presented for informational purposes only and shall be field verified by the Contractor prior to the start of any utility excavation work. The Contractor shall locate and determine elevations of all existing utilities that will be encountered during work and shall protect all such utilities from any possible damage during the progress of work. The Contractor shall excavate by hand, in the vicinity of existing lines and operations. If damage should occur due to the Contractor's operations, repairs shall be made by qualified personnel at the Contractor's expense.

00800.30 ARTIFACTS, PRESERVATION & PROTECTION OF HISTORICAL, ARCHAEOLOGICAL AND CULTURAL RESOURCES.

a. Any and all items of prehistoric, historic and military relics or memorabilia, which may be discovered in the course of the construction activities, shall remain the property of the Government. Examples of such items include but are not limited to: printed matter or other papers, buttons, buckles, or fragments of uniforms, buried weapons, bayonets, sabers, cannon balls, ammunition, fragments of structures or foundations, in short any item of historical or archaeological value. Federal legislation provides for the protection, preservation and collection of scientific, prehistorical, historical and archaeological data, including relics and specimens, which might otherwise be lost due to alteration of terrain or building features as a result of any federal construction project. Any person who, without permission, injures, destroys, excavates, appropriates or removes any historical or prehistorical artifact, object of antiquity or archaeological resource from public lands of the United States is subject to arrest and penalty of law.

b. Cultural resources on Federal property are protected and managed by the Archaeological Resources Protection Act of 1979 and other applicable laws. The Contractor shall exercise care so as not to disturb or damage artifacts or fossils (should any be uncovered) during the excavation operations. Should the Contractor or any parties operating or associated with the performance of this contract discover evidence of possible scientific, prehistoric, historic or archaeological finds within the work limit lines or adjacent to work area shall immediately cease work at that location and notify the Contracting Officer, in accordance with USMA SOP 16-1. The Contractor shall provide the Contracting Officer with all information as to the specific location and nature of the findings. USMA SOP 16.1 will be furnished to the Contractor at the pre-construction meeting. The Contractor shall cooperate fully with the Contracting Officer in implementing the procedures of USMA SOP 16.1, except that all notifications by the Contractor shall be to the Contracting Officer and that all directions to the Contractor will be from the Contracting Officer. Where appropriate by reason of discovery, the Contracting Officer may order delays in time of performance or changes in the work or both. If such delays or changes are ordered, an equitable adjustment will be made in the contract in accordance with the applicable clauses of the contract.

c. Archaeological monitoring requirements will be discussed during the coordination period described in Paragraph 00800.3, COORDINATION PERIOD. Archaeological monitoring consists of observations of construction excavation activities by a Government representative (an on-site archaeologist as designated by USMA) in order to identify, recover, protect, and/or document archaeological information or materials. The Government representative point of contact will be provided to the Contractor during the coordination meeting. All excavation activities within the construction limits will be monitored. The Contractor shall coordinate and cooperate with the Government representative as required to ensure monitoring activities as deemed necessary by the Government representative are completed with minimal impact to the Contractors overall excavation activities. The Government representative has the responsibility of ensuring the completion of archaeological monitoring of the excavation activities in accordance with the Memorandum of Agreement (MOA) between the USMA and the State Historic Preservation Office (SHPO) for this project. Investigation of subsurface strata is required to meet the conditions of the MOA. The depth to which the monitoring is undertaken will be field determined by the Government representative. It is expected that the limits will be to the depth of native overburden material (material deemed to be undisturbed and/or deposited by nature). The Contractor shall plan for the following activities by the Government representative in the main area(s) to be monitored:

(1) The representative will periodically request to enter excavations to record soil profiles through photography, drawings, notes, etc. It is anticipated the representative will request to enter the excavation every two feet of vertical excavation and will complete activities within 15 to 30 minutes. The Contractor shall ensure the excavation meets safety requirements in accordance with Specification Section 01420, SAFETY prior to entry by the Government representative.

(2) If cultural material is observed, the representative will request to enter the excavation to collect (bag and marked for curation).

(3) The representative will periodically request to screen material classified as common excavation (all material except rock) that has been removed from the excavation. The Contractor shall ensure excavated material is safely accessible by the representative through meeting the safety requirements in accordance with Specification Section 01420, SAFETY.

It is assumed the Contractor will proceed with foundation and/or utility excavation activities in accordance with the approved project schedule (reference Specification Section 01310, PROJECT SCHEDULE: NETWORK ANALYSIS SYSTEM). The Contractor in the project schedule shall plan for activities by the Government representative. The Contractor shall immediately notify the Contracting Officer when activities by the Government representative impact Contractor progress. Notification shall be made within 24 hours of the perceived impact.

00800.31 CONNECTION WITH WORK OF OTHER CONTRACTS. During the period of this contract, other contracts may be in force for the construction of other features of work on or adjacent to the site of work being accomplished under this contract. The Contractor shall arrange his plant and shall schedule and perform the work as to effectively cooperate with all other contractors and Government agencies. It is the Contractor's

responsibility to know the extent of the limits of his contract. No direct or extra compensation will be allowed on account the cooperation required.

a. At all points of connection with work of other contracts, the Contractor shall coordinate, as required, with the adjoining contracting to insure proper and timely connections.

b. Where the work under this contract is completed before that of the adjoining contractor, the Contractor shall terminate his work in an approved manner ready for future connection by the adjoining contractor. Pipes and conduits shall be closed with suitable caps or plugs that will prevent entry of dirt or debris, but that are readily removable when final connections are made. For underground lines that are back-filled, approved type markers that extend above the ground surface shall be provided to facilitate future location of the lines by the adjoining contract.

c. Where the work of the adjoining contractor is already in place, the Contractor shall perform all work required to effect the necessary connection, including locations of underground lines, removing of caps, providing necessary adapters or joining pieces, and all related incidental work for necessary for a proper, secure connection.

00800.32 WORKING CONDITIONS, WORKING HOURS, AND NON-WORKING DAYS.

a. Working Hours: Normal working hours shall be Monday - Friday, 0700 to 1700 hours. Differences to these working hours must be approved by the Contracting Officer.

b. Non-Working Days: During the course of this contract the Contractor shall not perform any physical work during the activities listed below. The dates provided are the "on or about" dates of the activities.

(1) Graduation Week

23 May 2005-28 May 2005
22 May 2006-27 May 2006
21 May 2007-26 May 2007
26 May 2008-31 May 2008

(2) Reception Day

27 Jun 2005
26 Jun 2006
25 Jun 2007
30 Jun 2008

(3) All Government Holidays.

(4) The Contractor should anticipate 4 additional days each calendar year on which no physical work shall be performed. These will be at the Governments discretion. The actual "No Work" days will be confirmed by the Government during the work phase in conjunction with

the construction plan approval. The Contractor's schedule must reflect the above anticipated "no work" days.

c. Working Conditions:

(1) Open trenches or road restrictions will not be permitted without the approval of the Contracting Officer.

(2) Parades, reviews or similar ceremonies are routinely conducted up to or four times a week. Hours of such ceremonies are normally 5:00pm on weekdays and 11:30 am on Saturdays, although there are exceptions to these hours. Detailed schedules of ceremonies may be obtained two (2) months in advance on request from the Contracting Officer. In addition the following requirements shall apply to all contractor's activities in connection with these ceremonies:

(a) Right of way shall be given to cadets marching in formation.

(b) During the actual ceremonies, the Contractor's activities that produce noise to an extent which would distract or interfere with the ceremony, such as the operation of extremely loud and noisy machinery, shall be suspended until the ceremony is over.

(3) Access ways shall be fully usable.

(4) All cost for conformance with the above stated requirements shall be included with the lump sum contract amount and no claim for extra cost shall be considered.

00800.33 CLEANING UP (CONSTRUCTION DISPOSAL, HOUSEKEEPING AND FINAL CLEANUP).

a. All construction debris or other rubbish generated as a result of construction activities shall be disposed of, off the Installation, at the Contractor's expense in accordance with Specification Sections 01575, TEMPORARY ENVIRONMENTAL CONTROLS and 02120, TRANSPORTATION AND DISPOSAL OF HAZARDOUS MATERIALS. Scrap, debris or surplus construction materials shall not be buried or burned on the site or disposed of in the Installation sanitary disposal containers (dumpsters) but shall be loaded in the Contractor's dumpsters for disposal at a location other than the United States Military Academy. The Contractor must obtain all necessary permit/applications required for the disposal of debris for off site locations. The Contractor is responsible for obtaining all necessary permits required for the disposal of all construction debris, including proper disposal of Hazardous Materials.

b. All spillage and mud from the Contractor's trucks shall be removed promptly. All damages to existing curbing, roads, walks, trees, fencing, walls, landscaping and other Government Property resulting from the Contractor's activity, shall be repaired promptly, as directed by the Contracting Officer, and at the Contractor's expense.

c. The Contractor shall take into full account the special public, military and academic nature of the United States Military Academy and its prominence as a tourist attraction, all of which will be in operation during the course of this construction. Where materials or plants cannot be kept on the designated area in neat, clean and orderly fashion, and thereby cause an

unnecessary eyesore, they shall be moved to other locations, on or off Government property, as directed by the Contracting Officer. The Contractor shall, at all times, furnish from his own organization a sufficient force to carry out the housekeeping and cleanup requirements on both exterior and interior areas affected by his contract operations, on a day to day basis throughout the life of the contract.

d. Project housekeeping shall be done on a daily basis. Areas requiring housekeeping include the Contractor's area, all staging areas provided to the Contractor and around all trailers. At the end of each day, the Contractor shall leave the housekeeping areas broom clean and free of rubbish, litter, and construction debris generated by that day's work. Any dirt or mud which is tracked onto paved or surfaced roadways, shall be cleaned away immediately and in no case shall the Contractor leave the site at the close of work without verifying that all dirt or mud has been removed from any paved surface beyond the limits of construction.

e. The Contractor shall provide and maintain a dumpster of sufficient size at each project site. The dumpster shall be replaced at regular intervals to avoid overfilling and spillage and the area around the dumpster shall be kept clean at all times.

f. If, at any time during the progress of the work, the Contracting Officer determines that the Contractor is failing to comply with the requirements of the subparagraphs above, the Contractor will be directed to take such measures, as deemed necessary to constitute corrective action. Such measures may include the requirement to increase the work force assigned to the housekeeping and cleanup operations or to work during evenings or weekends until proper job conditions have been restored.

00800.34 PROTECTION OF BUILDING OCCUPANTS. The Contractor shall be required to accomplish all work with a minimum of interruptions and/or inconveniences to both the occupants and patrons of existing buildings. All sidewalks, paths of entry and doors within the work areas shall be well marked and adequately protected with barricades to protect the users of the adjacent facilities.

(2) The Contractor shall not employ any means or methods of construction that will affect the structural integrity of occupied buildings.

(3) Maintain continuity of mechanical and electrical systems, including but not limited to area drains, water, storm and sanitary sewer, steam, rain leaders and drains, domestic hot water, fire alarm, electric power, telephone, computer networking, emergency power, energy management, and fire protection and sprinkler systems.

00800.35 DUST AND NOISE CONTROL.

a. Dust Control: The Contractor shall maintain all excavation, embankments, stockpiles, haul roads, permanent access roads, plant sites, waste areas, borrow areas and all other work areas within or outside of the project boundaries free from dust which would cause a hazard or nuisance to

others. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment or similar methods will be permitted to control dust. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area damp at all times, and the Contractor shall have sufficient competent equipment on the project site to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever dust nuisance or hazard occurs. The Contractor shall provide barriers in interior construction areas to keep occupied areas of the building free of dust. No separate or direct payment will be made to the Contractor for dust control and the cost thereof shall be considered incidental to and included in the contract prices. The Contractor will control his operations to prevent any measurable or visible dust from migrating outside of the work area.

b. Noise Control: The Contractor shall schedule extremely noisy activities with the Contracting Officer. The activities shall be planned to minimize the impact on existing facilities and building occupants. No activities that produce noticeable or measurable noise outside the work area will be permitted during the term end exams tentatively scheduled as follows:

16 - 21 May 2005 and 10 - 16 December 2005
22 - 27 May 2006 and 09 - 15 December 2006
21 - 26 May 2007 and 08 - 14 December 2007

00800.36 OPERATION AND MAINTENANCE MANUALS.

a. The Contractor shall provide 6 sets of operation and maintenance manuals to be used for training, operation and maintenance for each piece of operating equipment and material finishes. All material shall be clearly identified, including its location on the project. Sheets shall be 8 1/2" x 11", except pull out sheets which may be neatly folded to 8 1/2" x 11". Manuals shall be properly indexed, bound in plastic covered 3-ring, loose-leaf binders with the project title lettered on the front cover, and shall contain:

- (1) Name, address, phone number and trade of all subcontractors.
- (2) Complete maintenance instruction; name, address and phone number of installing contractor, manufacturer's local representative, for each piece of operating equipment.
- (3) Narrative consisting of instruction for equipment and systems to include:
 - (a) Description of system and intent.
 - (b) Start-up Procedures.
 - (c) Emergency Procedures.
 - (d) Shut-down Procedures.
 - (e) Maintenance Instructions.
 - (f) Wiring Diagrams and trouble shooting guidelines.
 - (g) System Layout Diagrams

(4) Catalog data on plumbing fixtures, valves, water heaters, heating and cooling equipment, temperature controls, fans, electrical panels, and service entrance equipment, elevators and light fixtures.

(5) Instructions for use in training and operation and maintenance of each item of operating equipment.

(6) Manufacturer's name, type, color designation for ceramic tile, resilient floors, windows, doors, brick, concrete block, paint, roofing and other materials.

b. Submit 6 copies of maintenance manual to the Contracting Officer for the Installation's use prior to request for substantial completion.

c. Operation and Maintenance Instructions: The Contractor shall provide at his own expense competent manufacturer's representatives to completely check out all mechanical and electrical systems and items covered by the drawings and technical provision of this contract. This requirement shall be scheduled just prior to and during the initial start-up and before requesting the final inspection of a phase. After all systems are functioning properly, the representative shall instruct Installation maintenance personnel in the proper operation and maintenance of each item. In addition, to the instruction given at the project, Installation personnel shall be given a one day classroom instruction course of the operation and maintenance of the systems. This training shall be video taped and provided to the Government.

d. Posted Operating Instructions: All major items of mechanical equipment shall have posted in a convenient and appropriate location operating instruction consisting of description of system operation, including necessary diagrams keyed to valve and piping identification systems. One set of instruction shall be 36" X 24" for posting on the wall. The instructions shall be laminated on both sides with clear plastic laminate. Two sets of laminated 8 1/2" X 11" instructions shall be provided with O&M manuals.

00800.37 PREPARATION OF DD FORM 1354 "TRANSFER OF ACCEPTANCE OF MILITARY REAL PROPERTY". At the conclusion of this contract, the Contractor shall compile and furnish to the Contracting Officer all costs and quantity data of materials and systems furnished and installed. A list of items for which the costs and quantity data is required and blank DD Form 1354 will be furnished to the Contractor by the Government. The Contractor shall return this information on a completed DD Form 1354 to the Contracting Officer within 10 days from receipt of the list. The following statements shall also be provided at the same time as the completed DD Form 1354:

a. No Asbestos Statement: Upon completion of the work, the Contractor and all of his subcontractors shall provide a written statement stating that "No Asbestos-Containing" material/products were used in the construction.

b. No Polychlorinated Biphenyl (PCB) Statement: Upon completion of the work, the Contractor and all of his subcontractors shall provide a written statement stating that "No Polychlorinated Biphenyl (PCB)" material/products were used in the construction.

c. No Lead Statement: Upon completion of the work, the Contractor and all of his subcontractors shall provide a written statement stating that "No Lead" material/products were used in the construction.

d. If there are exceptions to the above statements, the contractor shall identify every location, the material, and provide an assessment of the hazard(s) to humans.

e. The Contractor shall submit all project closeout documents not previously provided to the Contracting Officer at the time of the Beneficial Occupancy Inspection.

00800.38 COORDINATION OF TRADES.

a. The contract drawings are in part diagrammatic and show the general arrangement of duct, piping and other mechanical and electrical trades. The Contractor must have a competent engineer on the project site to coordinate all fieldwork and shop drawings of the various trades prior to installation and/or submission of field or shop drawings for approval. The Contractor shall allot spaces to the various trades prior to installation of the work. In spaces where all the various installations cannot be accommodated, the Contractor shall notify the Contracting Officer and shall submit alternate solutions as to its solution at no cost to the Government. The decision of the Contracting Officer shall be final.

b. The Contractor shall be responsible for the coordinated drawings of the various trades showing locations and sizes of all sleeves, electric outlets, inserts, piping, shafts, hangers, lights, ducts, catwalks, pads, chases, sprinklers, smoke detectors, soffits, fascias, steel trusses, etc. Composite signed-off coordinated shop drawings shall be developed at 3/8" equals 1'-0 scale showing all mechanical-electrical work in hung ceilings and chases.

00800.39 PROGRESS PHOTOGRAPHS. The Contractor shall submit monthly a minimum of twelve (12) 8" X 10" color digital images and film prints plus negatives showing construction progress. An electronic copy on 3.5" diskettes in JPEG image format of the digital photographs shall also be included in the monthly submittal. Minimum resolution of the digital images shall be 300 pixels per inch (ppi).

00800.40 PARTNERSHIP IMPLEMENTATION PLAN. To more effectively accomplish this contract, the Government proposes to form a partnership with the Contractor. This partnership would draw on the strengths of each organization in an effort to achieve a quality product within budget and on schedule. This partnership would be bilateral in make-up and participation would be totally voluntary. If mutually agreed to by both parties, a facilitator satisfactory to both parties shall be hired who would be responsible to arrange for an offsite conference location, provide all workshop materials, and compile and distribute a completed partnering agreement to all participants within 30 days of the partnering session. Conference site location shall be coordinated with the Contracting Officer for approval. The Contractor shall plan for the attendance of approximately 15-20 individuals from the Government in addition to the Contractor's and Subcontractor's personnel. The cost of the facilitator and conference facility will be shared equally by the Contractor and Government. All other

costs associated with partnership implementation will be borne by the Contractor. It is anticipated that the partnership conference will be for one day each time and will be held on a quarterly basis. The Contractor shall pay for the cost of the facilitator and will be reimbursed by the Government for the Government's share.

00800.41 DIGGING PERMIT. The Contractor shall be responsible for obtaining a digging permit prior to commencing any excavation. The digging permit is referred to as the "Dig-Safe Permit" and the procedure for obtaining this permit is as follows:

a. The Contractor shall notify the Contracting Officer in writing 20 working days prior to commencing any excavation. Notification letter and a completed Dig Safe Permit Request will be submitted to the Contracting Officer and must include areas to be excavated, reason for excavation, depth of excavation, and any supporting information such as drawings to allow the processing of permit. A copy of the Dig Safe Permit Request is attached below. The top portion of the request must be filled out by the Contractor. The Contractor shall not be compensated for any delay caused by failure to notify government on timely basis to obtain the digging permit.

b. Once the permit is approved and signed by the Chief of the Utilities Division a Dig-Safe Permit will be issued to the contractor. From the issuance of the Dig-Safe permit, the Contractor has two weeks to commence excavation, after that the permit will no longer be valid and will have to be re-submitted.

c. Once utilities have been identified and marked, it is the responsibility of the contractor to maintain markings through out the duration of the project.

4 Apr 00
(Revised)

UNITED STATES MILITARY ACADEMY
DIG-SAFE PERMIT POLICY

1. All penetration/excavation of the surface at USMA Installations must be approved with a Dig-Safe Permit! Dig-Safe Permits will include a map showing the "Excavation Area" and specific landmark indicators in the excavation area (building, road, sidewalk, etc). Upon submission of the dig-safe permit, it is the responsibility of the requestor to Pre-Mark the excavation area in "White". This policy is established at United States Military Academy (USMA) to comply with Occupational Safety and Health Administration (OSHA) standard 29 CFR 1926.651(b)(1-3). This policy is in compliance with the "Underground Facilities Protective Organization" (UFPO). Excavators are reminded that compliance with all sections is required during the excavation period.

2. Request for Dig-Safe permits shall be sent/delivered to Utilities and Facilities Division (U&FD) Chief's Office (by the Contracting Officer). Normal procedures require 15 workdays prior notice in order to approve a Dig-Safe permit and allow the marking of utility locations.

3. DHPW personnel will mark the APPROXIMATE location of utilities in the area of the proposed work at least 5 workdays prior to the planned excavation date. It is the responsibility of the requestor to maintain the markings after the planned excavation date. In the event these markings are damaged or washed-off and the requestor is unsure of the markings locations, the requestor must contact the U&FD Office at extension 2818. Since markings are approximate, excavation must be performed with due care. When excavating in areas adjacent to marked utilities, only hand excavation will be acceptable.

4. In the event that any utility line is damaged, all excavation will stop, and the Contracting Officer and U&FD (extension 2818) will be contacted immediately. The U&FD will take appropriate action to effect safe repair. If utility lines are uncovered which were not identified in the Dig-Safe, the U&FD will be contacted, a determination will be made as to which utility is involved and whether the lines are active or abandoned. When an unknown line is uncovered, it will be treated as "live" until determined otherwise.

DIG-SAFE PERMIT PROCEDURES

1. Request for Dig-Safe permits will be submitted on the enclosed form. These forms are available from the Utilities and Facilities Division (U&FD) Office, Building 667A, extension 2818. Normal time period for the return of Dig-Safe permit and to actual date of breaking of the ground surface will be within 15 days. The Dig-Safe form is divided into two parts. The requestor will fill in the top section (except for Dig-Safe number) and submit the form for approval. U&FD will assign a Dig-Safe permit number and complete the bottom section of the form. The permit will be signed by the Chief or Acting Chief, Utilities and Facilities Division and returned to the requestor. This is the Official Dig-Safe permit. From the issuance of the Dig-Safe permit, the requestor has two weeks to commence excavation, after that the permit will no longer be valid and will have to be re-submitted.

2. The Dig-Safe permit may be received by the requestor with special instructions. These instructions must be complied with. These instructions

will involve procedures that are determined safe by the Chief, Utilities and Facilities Division and will have to be followed.

3. Excavation may generate further actions depending upon each situation. Unknown utility locations must be recorded and drawings changed to show location.

4 Apr 00

(Revised)

4. Exceptions to Dig-Safe Policy:

(a) Movement of earth, which is manipulated and powered only by human power.

(b) Excavation down to 24 inches or less hand dug.

(c) Off installation, local utilities must grant approval, for example, Central Hudson Gas and Electric, Orange and Rockland Utility Company, New York Telephone.

(d) Planting of shrubs and trees

(e) Building of fence (post) and decks (end supports) human powered.

5. Area of expertise for Dig-Safe Permit is the following:

| | | |
|-------------------------|-------------------------|--------|
| Dig Safe Requestor | Area of Excavation | White |
| Electric - DHPW | High Voltage Shop, U&FD | Red |
| Steam/Condensate - DHPW | Pipe Shop, U&FD | Yellow |
| Natural Gas - DHPW | Gas Shop, U&FD | Yellow |
| Water - DHPW | Water, UF&D | Blue |
| Sanitary/Storm - DHPW | Road & Grounds, U&FD | Green |
| Agronomist - DHPW | Environmental Division | Purple |
| Signal - COR | DOIM | Orange |
| Cable TV | Time Warner | Orange |

(REQUEST NUMBER)

REQUESTOR POC: _____ PHONE: _____

CONTRACT/JOB ORDER NUMBER:

LOCATION: _____

REASON:

MAP/SKETCH ATTACHED: YES: _____

PROPOSED EXCAVATION MARKING DATE: _____

ANTICIPATED DIGGING DEPTH: _____

ANTICIPATED DIGGING DATE: _____

DIG-SAFE PERMIT

(REQUEST NUMBER)

DIG-SAFE CLEARED THROUGH: (SHOP FOREMAN INITIAL AND DATE WHEN FINISHED)

ELECT (RED) : GAS (YELLOW) :

MAIN SEWERS (GREEN):

STEAM (YELLOW): _____ WATER (BLUE): _____

AGRONOMIST (PURPLE): CABLE TV (ORANGE):

CATHODIC PROTECTION (ORANGE) :

REQUESTOR OF DIG-SAFE PERMIT IS REMINDED THAT WHILE ALL KNOWN UTILITIES ARE MARKED, THESE MARKINGS ARE ONLY AS CLOSE AS REASONABLE. EXTREME CARE MUST BE EXERCISED WHEN EXCAVATING CLOSE TO EXISTING UTILITIES. REQUESTOR SHALL COMPLY WITH THE PROVISIONS OF 29 CFR 1926, SUBPART P-EXCAVATIONS, THE OSHA EXCAVATION STANDARDS.

CLEARED BY: _____ DATE: _____

CHIEF, UTILITIES AND FACILITIES DIVISION

NOTIFY C, U&FD X 2818 WHEN DIGGING COMPLETE
SPECIAL INSTRUCTIONS:

00800.42 PEST CONTROL.

a. The Contractor shall deposit all food refuse in sealed trash containers to restrict food source for rodents.

b. The Contractor shall replace construction dumpsters at least every two weeks to prevent rodent harborage.

c. All materials, trailers, and storage sheds in staging and construction areas shall be elevated and stored a minimum of 3 feet from any structure or fixed object.

d. The Contractor shall cap all pipes at the end of each day to prevent pest infiltration.

00800.43 COORDINATION MEETINGS.

a. Weekly coordination meetings shall be conducted by the Contracting Officer representative with the Contractor and West Point personnel to review and coordinate the construction schedule. The Contractor shall provide typed minutes of each meeting within 3 days of meeting.

b. The Contractor shall submit at each meeting, for approval by the Contracting Officer a "2-week construction look ahead" construction plan indicating the type and extent of construction to be performed. The plan shall be submitted 14 calendar days prior to actual construction.

00800.44 VIDEO TAPING.

a. Documentation of Existing Conditions: The Contractor shall videotape all existing conditions within and adjacent to the area of work prior to disturbance of any areas within the construction limits. The videotape shall be of a professional quality with narration by the videographer. The tape shall be VHS format, a minimum duration of 4 hours, and recorded at standard speed. The Contractor shall notify the Contracting Officer 48 hours prior to the videotaping. No physical work will be permitted until the original videotape plus one copy has been submitted and approved by the Contracting Officer.

b. Documentation of Existing Conditions of Bartlett Hall, USMA Library, Washington Hall, West Point Club, and the Thayer roof bridge: The Contractor shall videotape the exterior and interior of Bartlett Hall, USMA Library, Washington Hall, West Point Club, Class 65 Monument, and the Thayer roof bridge to document existing conditions prior to blasting activities for rock excavation. The existing condition videotape shall be submitted to the Contracting Officer for review and approval prior to commencement of any blasting activities.

c. Documentation of Existing Conditions of Conrail Tunnel: The Contractor shall videotape the interior condition of the Conrail tunnel

beneath the project site within the construction limits and 100 feet in either direction of the construction limits to document existing conditions prior to blasting activities for rock excavation. The existing conditions videotape shall be submitted to the Contracting Officer for review and approval prior to commencement of any blasting activities.

d. Documentation of Construction: Provide video graphic documentation of progress of construction as specified. Videotaping shall be by a competent videographer, familiar with architecture and means and method of construction, as approved by the Contracting Officer. Unless there are extenuating circumstances noted and accepted by the Contracting Officer the same videographer shall complete the videography throughout the period of construction.

(1) The videography schedule shall document the site and construction progress. Videotape shall be at a minimum on a monthly basis during construction, and upon completion of work. The videographer shall be on site for a minimum of two hours each videotaping period. In addition, videotape at the beginning and completion of:

- Site clearing;
- Demolition;
- Asbestos/lead abatement;
- Excavation work;
- Foundation work;
- Structural framing;
- Building enclosure;
- Interior finishes; and
- Finish sitework and landscaping.

(2) The videography submittals shall be provided to the Contracting Officer monthly for review and approval. At substantial completion of the work (after the building is turned over for acceptance), submit a cumulative record tape of the all video documentation of the work. The master tape shall be high resolution MiniDV, SVHS, Hi8, or other commercial format with minimum 400 lines of horizontal resolution minimum. Progress tapes shall be submitted in VHS format.

(3) The video technique shall furnish a factual videotape presentation of construction. Videotape shall have correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion. Views and details shall be identified by narrations as well as transcribed written narration. Video shall be shot from a tripod unless conditions preclude. An off camera microphone shall be used.

(4) The Contraction Officer's Representative shall be consulted for each videotaping session for instructions on views required. Videotape from one or more viewpoints to adequately show the progress of construction and condition of the project shall be made. Consistent views of the building and site work at each specified time shall be made to show a progression of work from the same view(s). At least one sequence from a viewpoint previously used shall be completed at each taping.

(5) At each video taping, record time, date, temperature, the weather conditions and the forecast for the following 24 hours. The original tape shall have a date on each frame. Include in each video taping, a discussion with the Contractor, project representative, or quality control personnel on

work progress, work planned for the following weeks, and possible problems and difficulties requiring resolution. Record ongoing site activity including storage of materials.

(6) Identify each tape with the date(s) recorded; the project name and location; Contracting Officer's name; project and contract number; phase of construction; videographer's name and address; and the videographer's identification number of the videotape.

(7) The original videotapes, all masters, and all copies shall be turned over to the Government at substantial completion.

00800.45 CONTRACTOR'S KEY MANAGEMENT PERSONNEL. The following Key Management Personnel, meeting minimum requirements as stated in Section 00110 shall:

a. Contractor's Project Manager: (On-Site Project Manager)

(1) Performs all project management duties of the project.

(2) Serves as the Governments' sole point of contact in all matters relating to work including, but not limited to, contract compliance, progress of work, overall project scheduling, financial matters, and change orders.

(3) Attends all job meetings.

(4) On site a minimum of 20% of the time.

b. Contractor's Superintendent: (Overall Field Manager Responsible for Construction)

(1) Performs all superintendent duties require of the Contractor, except any duties required under "Superintendence of Subcontractors" below.

(2) Serves as the Governments' sole on site point of contact in all matters relating to the work including, but not limited to, scheduling of work, utility interruptions, and testing.

(3) Attends all job meetings.

(4) On site at all time during all construction activities.

(5) Serves under, and reports directly to, the Contractor's Project Manager.

c. Contractor's Quality Control System Manager: (Manager of Field Quality Control Personnel)

(1) Performs all quality control management duties required of the Contractor (reference Section 01451).

(2) Serves as the Governments' sole point of contact in all matters relating to the quality of the work including, but not limited to, contract compliance and testing procedures.

- (3) Has no other duties except Quality Control.
- (4) Attends all job meetings.
- (5) On site at all times during construction activities.
- (6) Reports all deficiencies to the Government and the Contractor's Project Manager for correction.
- (7) Works directly under, and is responsible to, an officer of the Contractor at least one level higher than the Contractor's Project Manager.

d. Site Safety and Health Officer: (Principal in Charge of Enforcing Safety Codes)

- (1) Performs all safety management duties required of the Contractor including duties of the Site Safety and Health Officer (SSHO)(reference Specification Section 01525, SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS).
- (2) Serves as the Governments' sole point of contact for all matters relating to safety.
- (3) Continually enforces and implements the safety requirements of the contract including the Accident Prevention Plan.
- (4) On site at all times during building demolition activities, foundations work, structural steel erection, and exterior wall construction.
- (5) Has no other duties other than safety.
- (6) Works under and reports to the Contractor's Project Manager.

e. Contractor's Subcontract Manager/Superintendent

- (1) Performs all subcontract management/superintendent duties required of the Contractor, and any duties required under contract clause titled SUPERINTENDENCE OF SUBCONTRACTORS.
- (2) Serves as the Governments' soil "Field" point of contact in all matters relating to the subcontracted work including, but not limited to, scheduling of work, utility interruptions, and testing.
- (3) Attends all job meetings.
- (4) Serves as the alternate in the event the Superintendent is absent.
- (5) On site at all times during construction activities of subcontracted work.
- (6) Works under, and reports directly to, the Contractor's Project Manager.

f. Masonry Inspector

(1) Performs inspection duties of all masonry work to include glass masonry units required of the Contractor (reference Sections 04200 and 04270).

(2) On site during preparation of mock-ups, masonry prisms, sampling and placing of masonry units, placement of reinforcement (including placement of dowels in footings and foundation walls), inspection of grout space, immediately prior to closing of cleanouts, and during grouting operations.

(3) Works under, and reports directly to, the Quality Control Systems Manager.

g. On-site Foreman for Dimension Stone Cladding Installation

(1) Performs all engineering, fabricating, and inspection of installation of dimension stone cladding system required of the Contractor (reference Section 04851).

(2) On site during preparation of mock-ups and periodically to inspect placement of stone cladding.

(3) Works under, and reports directly to, the Quality Control Systems Manager.

00800.46 CONTINUITY OF QUALITY PERFORMANCE. The Contractor agrees that in the event of any staffing or corporate changes, or substitution of subcontractors and/or consultants, during the performance of this contract the employees, subcontractors, or consultants engaged in the performance of the contract will continue to have the qualifications, professional background, education, and experience equal to that proposed by the Contractor and accepted by the Government for contract award. Any changes in key management personnel shall be submitted for approval by the Contracting Officer.

00800.47 GOVERNMENT RESIDENT MANAGEMENT SYSTEM AND CONTRACTOR QUALITY CONTROL MODULE. The Government will utilize an in-house Contract Administration program, Resident Management System (RMS). The Contractor shall utilize a Government furnished CQC Programming Module. See Section 01312, Resident Management System for requirements.

00800.48 DISPENSARY AND HOSPITAL FACILITIES. The facilities of the United States Military Academy Post Hospital are available to use by the Contractor only for the emergency treatment of his personnel injured at the job site. Charges to the Contractor for the use of said facilities will be at prevailing rates for the services provided and billing and payment will be made by separate transaction between the USMA Hospital and the Contractor.

00800.49 CONTRACTOR WARRANTY MANAGEMENT.

a. General: In order to insure that the Government systematically receives all warranties of construction, equipment and systems to which it is entitled, the Contractor shall execute all warranty actions as required in

contract clauses WARRANTY OF CONSTRUCTION and INSPECTION OF CONSTRUCTION, paragraph "Record Drawings" and section "Contractor Quality Control".

b. Post-Completion Inspections: For purposes of management of construction warranties, the Government conducts four and nine month post construction warranty inspections with using agencies. The Contractor is encouraged to attend these inspections in order to better manage any warranty items for which it may be responsible.

c. Tagging of Extended Warranty Items: The Contractor shall install tags to identify items protected by extended warranty, i.e. longer than the one-year general warranty of construction. The tags shall be minimum 3-inches by 5-inches in size, machine-printed in minimum 14-point type, and shall be weatherproof. Tags shall be attached to equipment if accessible or to accessible control panel, etc. As a minimum, tags shall indicate the following information:

Extended Warranty Item:

Name of Item

Name of System with which associated, number designation within system, or other identifier

Model Number

Serial Number

Start and end Dates of Warranty

Contract number

Contract Name

Contractor Name

Point of Contact Name, organization and telephone number

d. Posting of Instructions: In addition to any posting of operating procedures as may be required elsewhere in this contract, any equipment or system for which proper operation or maintenance is critical in order to preserve warranties, prevent damage, or for reasons of safety shall have proper operating procedures posted near the equipment or near the operating point. Instructions shall be protected by 1/16-inch thick plastic sheet. As a minimum such equipment or system shall include:

Electrical Substations

Transformers

Electrical Generators

Major HVAC System components including chillers, air-handlers, fans, etc.

HVAC Control Panel

Boilers

Air Compressors

e. Warranty Meeting. At least 14 days prior to the 80% completion point of this contract, the contractor will notify the Government representative for the purpose of scheduling a meeting to clarify understandings of responsibilities with respect to warranties to which the Government is entitled. The Government and contractor shall attend the warranty meeting, as well as any subcontractors, or suppliers involved in the warranty process. The Warranty Plan (below) shall have already been submitted and approved by the Government before the warranty meeting can take place, and shall be the basis of the meeting's agenda.

f. Warranty Plan. At least 30 days before the planned warranty meeting, the contractor shall submit a warranty plan for Government approval

per section "Submittals". The Warranty Plan shall include all required actions and documents to assure that the Government receives all warranties to which it is entitled. The plan shall be in narrative form and contain sufficient detail to render it suitable for use by future maintenance and repair personnel, whether tradesmen, or of engineering background, not necessarily familiar with this contract. The term "status" as indicated below shall include due date and whether item has been submitted or was accomplished. As a minimum the plan shall indicate:

(1) Roles and responsibilities of all personnel associated with the warranty process, including points of contact and telephone numbers within the organizations of the contractor's, subcontractors or suppliers involved.

(2) Listing and status of O&M manuals and As-built drawings, and expected delivery dates.

(3) Listing and status of all training to be provided to Government personnel, whether specified by contract or required by manufacturers.

(4) Listing and status of delivery of all Certificates of Warranty for extended warranty items, to include roofs, HVAC balancing, pumps, motors, transformers, and for all commissioned systems such as fire protection and alarm systems, sprinkler systems, lightning protection systems, etc.

(5) A list for each warranted equipment, item, feature of construction or system indicating:

Name of item

Model and serial numbers

Location where installed

Names of manufacturers or, suppliers and phone numbers

Names addresses and telephone numbers of sources of spare parts

Warranties and terms of warranty (This shall include one-year overall warranty of construction and clearly indicate which items have extended warranties.)

Cross-reference to warranty certificates as applicable

Starting point and duration of warranty period.

Summary of maintenance procedures required to continue the warranty in force

Cross-reference to specific pertinent Operation and Maintenance manuals

Organization, names and phone numbers of persons to call for warranty service

Typical response time and repair time expected for various warranted equipment

(6) The contractor's plans for attendance at the Four and Nine month post-construction warranty inspections conducted by the Government.

(7) Procedure and status of tagging of all equipment covered by extended warranties.

(8) Copies of instructions to be posted near selected pieces of equipment where operation is critical for warranty and/or safety reasons.

a. West Point is committed to a safe environment and takes seriously our steward role as defenders of the National treasure and Hudson Watershed (Constitution Area). Contractors are expected to comply with all environmental requirements. Immediate actions shall be taken by the Contractor to minimize the effect of any environmental associated incidents (e.g. oil spillage, hazardous waste handling, lead abatement removal, and chemical spillage). Clean up shall be performed by the contractor in accordance with all applicable Federal, State, and local laws and regulations.

b. The Contractor shall exercise great care when excavating trenches in the vicinity of trees. Where roots are 2 inches in diameter or greater, the trench shall be excavated by hand and tunneled. When large roots are exposed, they shall be wrapped with heavy burlap for protection and to prevent drying. Trenches dug by machines adjacent to trees having roots less than 2 inches in diameter shall have the sides hand trimmed making a clean cut of the roots. Trenches having exposed tree roots shall be back filled within 24 hours unless adequately protected by moist burlap or canvas.

c. Contractor Reporting Requirements:

(1) If an incident occurs on the installation pursuant to Contractor performance, whether or not caused by the Contractor, the Contractor shall immediately notify (no later than 15 minutes) USMA Environmental Management Office at (845) 938-3224/5263, 4129, or 5175, and the Contracting Officer. If a project related incident occurs off the installation, the Contractor shall report to the National Response Center (NRC), the Installation Coordinator, and the Contracting Officer immediately following discovery and shall also comply with applicable State requirements including reporting to the New York State DEC Spill Hotline at 800-457-7362, and UST NRC at 800-424-8802. When an incident is reported by phone to any of the above agencies, the Contractor shall provide the following Information:

Description of Incident

Time and Location of incident

Any injuries incurred

Estimated quantity of materials (tons, gallons, drums, etc.) involved in incident.

Whether the incident has reached any storm drains, sanitary sewers, ponds, or waterways.

Containment procedures already initiated (brief description of containment, i.e. booms, pads, embankments, sandbags.)

The Contractor's point of contact.

(2) A written follow-up report shall be submitted to the Contracting Officer no later than 5 calendar days after the initial incident. The written report shall be in narrative form and as a minimum include the following:

Description of the material involved (including identify, quantity, and manifest number).

What time the incident was reported, and to whom it was reported.

Exact Location of the incident, including description of the area involved.
Cause of incident and equipment and personnel involved.
Injuries or property damage of incident.
Containment procedures initiated.
Summary of any communications Contractor has with press, agencies, or Government officials other than the COR,
Description of cleanup procedures employed or to be employed at the site, including disposal location of incident materials.

(3) A follow-up meeting will be held within 5 calendar days after receipt of the written report to discuss after action procedures to eliminate or prevent this type of incident in the future. The Contractor will be required to attend the follow-up meeting.

(4) This reporting requirement is in addition to any other environmental related actions, notices, reports, certifications or compliance's required by other contract clauses or provisions or by federal, state or local law.

d. The Contractor shall be responsible for preparing a Stormwater Pollution Prevention Plan (SWP3), Notice of Intent (NOI) and Notice of Termination (NOT) for submission to the New York State Department of Environmental Conservation (DEC) for stormwater discharges associated with construction activities under General Permit #GP-02-01 by the USMA DHPW Deputy Engineer. The SWP3 shall be prepared in accordance with *NYS Standards and Specifications for Erosion and Sediment Control* and stamped by a registered professional engineer. The SWP3, NOI and NOT shall be submitted along with appropriate fees to the USMA DHPW Environmental Management Office (POC George Markt, (845) 938-4459) for review, approval, and submission to the DEC. The Contractor shall allow two weeks for USMA to review and approve the SWP3 and NOI and five days from the time the DEC receives the SWP3 and NOI for the permit to be effective. The Contractor shall maintain a copy of the approved SWP3 at the construction site on-site office and continually implement and update the plan as regulations require to reflect current site conditions. NOI and NOT forms can be accessed electronically at <https://www.dec.state.ny.us/apps/noi/index.cfm>.

e. The Contractor shall be responsible for completing the General Conformity Construction Worksheet for NOx and VOCs (air contaminants) show below. The worksheet shall be submitted to USMA DHPW Environmental Management Office (POC George Markt, (845) 938-4459) prior to starting construction activities.

General Conformity Construction Worksheet for NOx and VOCs

| Emissions by vehicle type (gm/bhp-hr) | NOx (g/bhp-hr) | VOC (g/bhp-hr) | PM (g/bhp-hr) | Brake HP | # of Units | Hours/Day Run Time | Hours/Day Idle Time | Days/yr | NOx (lbs) | VOC (lbs) | PM (lbs) |
|--|-------------------|-------------------|------------------|----------|---------------|-----------------------|------------------------|---------|-----------|-----------|----------|
| Track-Type Tractor | 11.0 | 0.9 | 0.7 | | | | | | 0.0 | 0.0 | 0.0 |
| Wheeled tractor | 11.0 | 2.0 | 1.3 | | | | | | 0.0 | 0.0 | 0.0 |
| Wheeled dozer | 11.0 | 0.5 | 0.4 | | | | | | 0.0 | 0.0 | 0.0 |
| Scraper | 11.0 | 0.8 | 0.8 | | | | | | 0.0 | 0.0 | 0.0 |
| Motor grader | 11.0 | 0.5 | 0.6 | | | | | | 0.0 | 0.0 | 0.0 |
| Wheeled loader | 11.0 | 1.1 | 0.8 | | | | | | 0.0 | 0.0 | 0.0 |
| Track-Type Loader | 11.0 | 1.2 | 0.7 | | | | | | 0.0 | 0.0 | 0.0 |
| Front End Loader | 11.0 | 0.6 | 0.5 | | | | | | 0.0 | 0.0 | 0.0 |
| Backhoe | 10.0 | 1.4 | 0.5 | | | | | | 0.0 | 0.0 | 0.0 |
| Compactor | 9.1 | 0.9 | 0.5 | | | | | | 0.0 | 0.0 | 0.0 |
| Forklift | 14.0 | 1.4 | 0.7 | | | | | | 0.0 | 0.0 | 0.0 |
| Crane | 11.0 | 1.4 | 0.7 | | | | | | 0.0 | 0.0 | 0.0 |
| Concrete mixer | 11.0 | 0.9 | 0.5 | | | | | | 0.0 | 0.0 | 0.0 |
| Gas welding Machine | 1.0 | 24.5 | 0.1 | | | | | | 0.0 | 0.0 | 0.0 |
| Hand-held Vibratory Plate | 0.3 | 407.2 | 3.9 | | | | | | 0.0 | 0.0 | 0.0 |
| Vibratory Compactor | 9.1 | 0.9 | 0.5 | | | | | | 0.0 | 0.0 | 0.0 |
| Pile Hammer | 11.0 | 1.4 | 0.7 | | | | | | 0.0 | 0.0 | 0.0 |
| Roller | 9.1 | 0.9 | 0.5 | | | | | | 0.0 | 0.0 | 0.0 |

| | | | | # of Brake HP | Units | Trips/Day | Hrs/trip | Days/yr | NOx (lbs) | VOC (lbs) | PM (lbs) |
|-------------------|------|-----|-----|------------------|-------|-----------|----------|---------|-----------|-----------|----------|
| Off-Highway Truck | 11.0 | 0.6 | 0.5 | | | | | | 0.0 | 0.0 | 0.0 |

Commuter Vehicles

| Type | Trips/Day | Days /yr | R/T Miles | NOx (g/mi) | NOx (lbs) | VOC (g/mi) | VOC (lbs) | PM (g/mi) | PM (lbs) |
|------------------------|-----------|----------|-----------|------------|-----------|------------|-----------|-----------|----------|
| Light Duty Gas Vehicle | | | | 1.82 | 0 | 2.77 | 0.0 | 0.11 | 0.0 |
| Light Duty Gas Truck | | | | 2.42 | 0 | 3.84 | 0.0 | 0.11 | 0.0 |

| | | | | | | | | | | |
|---------------------------|--|--|--|--|--|---|--|-----|--|-----|
| Total emissions (lbs/yr) | | | | | | 0 | | 0.0 | | 0.0 |
| Total emissions (tons/yr) | | | | | | 0 | | 0.0 | | 0.0 |

Note: Limit for NOx and VOCs is 25 tons/yr from all project sources

General Conformity Determination for Blacktopping and Asphalt

| | Total weight of paving mixture(tons)* | Emission Factor | Total lbs VOC from paving mixture | Total tons VOC |
|-------------------------|---------------------------------------|-----------------|-----------------------------------|----------------|
| Blacktop - Hot Mix Type | | 0 | 0 | 0 |
| | | | | 0 |
| Blacktop - Cutback Type | | | | 0 |
| Rapid Cure | | 25 | 0 | 0 |
| Med Cure | | 20 | 0 | 0 |
| Slow Cure | | 7 | 0 | 0 |

* Paving Mixture refers to the total amount of aggregate plus asphalt cement.

Note: Limit for NOx and VOCs is 25 tons/yr from all project sources

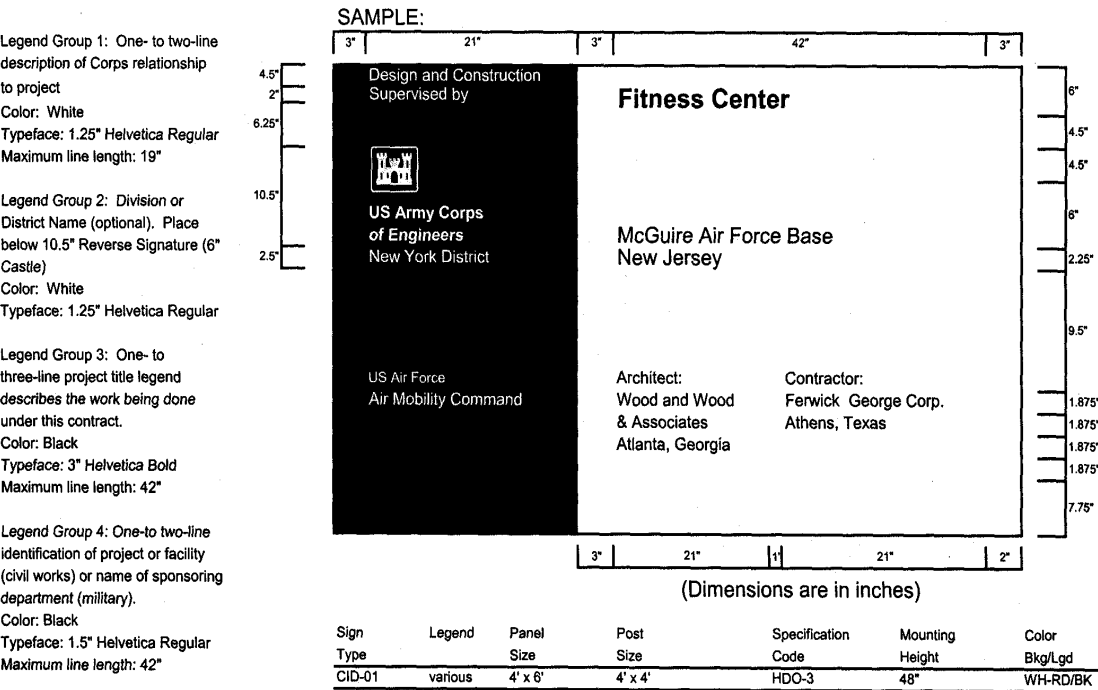
00800.51 CLAIMS PROCESSING PROCEDURES. The following shall be submitted to the Contracting Officer at the following address: US Army Corps of Engineers, New York District, 26 Federal Plaza, Room 1843, NY, NY 10278-0090:

- a. Claims referencing or mentioning the Contracts Disputes Act of 1978.
- b. Request for a written decision by the Contracting Officer.
- c. Claims certified in accordance with the Contract Disputes Act of 1978.

No other Government representative is authorized to accept such a request. A copy shall also be provided to the authorized Contracting Officer's Representative. The Contractor shall also provide the Contracting Officer with a copy of requests for additional time, money, or interpretation of contract requirements which were provided to the authorized representative of the Contracting Officer that have not been resolved after 90 days.

**PROJECT IDENTIFICATION SIGN
MILITARY PROJECT**

The graphic format for this 4' x 6' sign panel follows the legend guidelines and layout as specified below. The large 4' x 4' section of the panel in the right is to be white with black legend. The 2' x 4' section of the sign on the left with the full corps Signature (reverse version) is to be screen printed Communications Red on the white background. The castle insignia will be furnished by the Government in pressure sensitive vinyl for affixing by the Contractor. See attached sheet for fabrication and mounting guidelines.



* Refers to the U.S. Army Corps of Engineers, "Sign Standards Manual", EPS-310-1-6.

SAFETY PERFORMANCE SIGN

The graphic format, color, size and type-faces used on the sign are to be reproduced exactly as specified below. The title with First Aid logo in the top section of the sign, and the performance record captions are standard for all signs of this type. Legend Group 2 and 3 below identify the project and the contractor and are to be placed on the sign as shown. Safety record numbers are mounted on individual metal plates and are screw-mounted to the background to allow for daily revisions to posted safety performance record.

Legend Group 1: Standard two-line title "safety is a Job Requirement", with (8" od.) Safety Green First Aid logo. Color: To match PMS 347 Typeface: 3" Helvetica Bold Color: Black

Legend Group 2: One- to two-line project title legend describes the work being done under this contract and name of host project. Color: Black Typeface: 1.5" Helvetica Regular Maximum line length: 42"

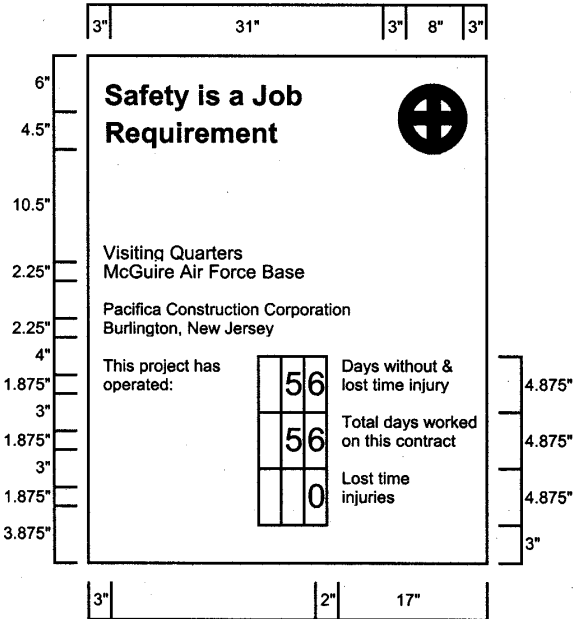
Legend Group 3: One - to two-line identification: name of prime contractor and city, state address. Color: Black Typeface: 1.5" Helvetica Regular Maximum line length: 42"

Legend Group 4: Standard safety record captions as shown. Color: Black

Typeface: 1.25" Helvetica Regular

Replaceable numbers are to be mounted on white .060" aluminum plates and screw-mounted to background. Color: Black Typeface: 3" Helvetica Regular Plate size: 2.5"x.5"

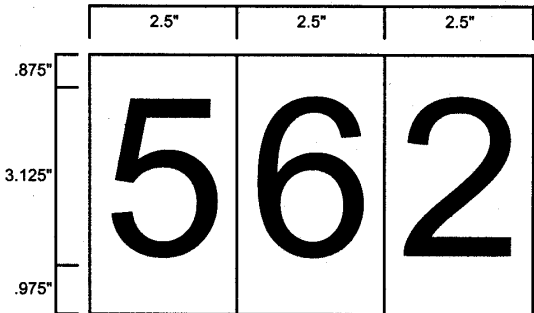
All typography is flush left and rag right, upper and lower case with initial capitals only as shown. Letter- and word-spacing to follow Corps standards as specified in Appendix D. *



Dimensions inches.
See attached sheet for fabrication and mounting guidelines.

* Refer to the U.S. Army Corps of Engineers, "Sign Standards Manual", EPS-310-1-6.

| Sign Type | Legend Size | Panel Size | Post Size | Specifications Code | Mounting Height | Color Bkg/Lgd |
|-----------|-------------|------------|-----------|---------------------|-----------------|---------------|
| CID-02 | various | 4"x4" | 4"x4" | HDO-3 | 48" | WH/BK-GR |



Fabrication and Mounting Guidelines

As Construction Project Identification signs and Safety Performance signs are to be fabricated and installed as described below. The signs are to be erected at a location designated by the contracting officer and shall conform to the size, format, and typographic standards shown on the attached sheets.

The sign panels are to be fabricated from .75" High Density Overlay Plywood. Panel preparation to follow HDD specifications provided in Appendix B. **

Sign graphics to be prepared on a white non-reflective vinyl film with positionable adhesive backing.

All graphics except for the Communications Red background with Corps signature on the project sign are to be die-cut or computer-cut non-reflective vinyl, pre-spaced legends prepared in the sizes and typefaces specified and applied to the background panel following the graphic formats shown on the attached sheets.

The 2'x4' Communications Red panel (to match PMS-032) with full Corps signature (reverse version) is to be screen printed on the white background. Identification of the District or Division may be applied under the signature with white cut vinyl letters prepared to Corps standards. Large scale reproduction artwork for the signature is provided on page 4.8 (photographically enlarge from 6.875" to 10.5"). **

Drill and insert six (6) .375" T-nuts from the front face of the HDD sign panel. Position holes as shown. Flange of T-nut to be flush with sign face.

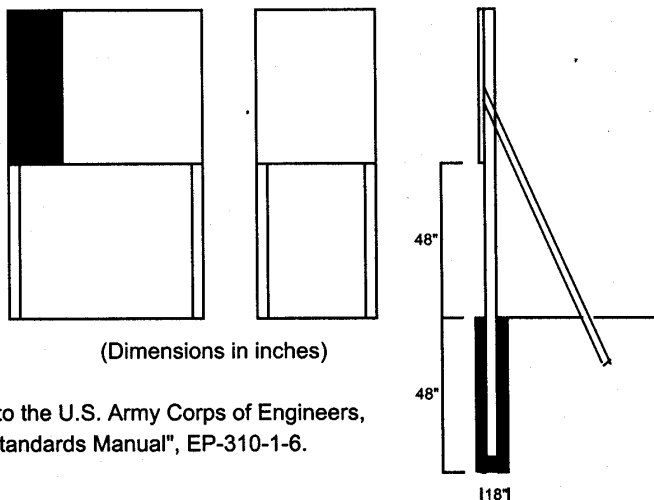
Apply graphic panel to prepared HDD plywood panel following manufacturers' instructions.

Sign uprights to be structural grade 4"x4" treated Douglas Fir or Southern Yellow Pine. No.1 or better. Post to be 12" long. Drill six (6) .375" mounting holes in uprights to align with T-nuts in sign panel. Countersink (.5") back of hole to accept socket head cap screw (4"x.375").

Assemble sign panel and uprights. Imbed assembled sign panel and uprights in 4" hole. Local soil conditions and/or wind loading may require bolting additional 2"x4" struts on inside face of uprights to reinforce installation as shown.

Detailed specifications for HDD plywood panel preparation are provided in Appendix B. **

Shown below the mounting diagram is a panel layout grid with spaces provided for project information. Photocopy this page and use as a worksheet when preparing sign legend orders.



** Refers to the U.S. Army Corps of Engineers, "Sign Standards Manual", EP-310-1-6.

Construction Project Sign Legend Group 1: Corps Relationship

1. _____
2. _____

Legend Group 2: Division/District Name

1. _____
2. _____

Legend Group 3: Project Title

1. _____
2. _____
3. _____

Legend Group 4: Facility Name

1. _____
2. _____

Legend Group 5a: Contractor/A&E

1. _____
2. _____
3. _____
4. _____
5. _____

Legend Group 5b: Contractor /A&E

1. _____
2. _____
3. _____
4. _____
5. _____

Safety Performance Sign Legend Group 1: Project Title

1. _____
2. _____

Legend Group 2: Contractor/A&E

1. _____
2. _____

- - End of Section - -

WAGE RATE DETERMINATIONGENERAL DECISION: **NY20030007** 03/04/2005 NY7

Date: March 4, 2005 sg 3/21/05

General Decision Number: **NY20030007** 03/04/2005

Superseded General Decision Number: NY020007

State: New York

Construction Types: Building, Heavy and Highway

Counties: Dutchess, Orange, Sullivan and Ulster Counties in New York.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartment up to and including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 06/13/2003 |
| 1 | 02/27/2004 |
| 2 | 05/28/2004 |
| 3 | 07/16/2004 |
| 4 | 07/30/2004 |
| 5 | 09/24/2004 |
| 6 | 10/01/2004 |
| 7 | 02/11/2005 |
| 8 | 02/25/2005 |
| 9 | 03/04/2005 |

ASBE0040-003 07/01/2004

SULLIVAN AND ULSTER COUNTIES

| | Rates | Fringes |
|---|----------|---------|
| Hazardous Material Handler Duties limited to preparation wetting; stripping; removal; scrapping; vacuuming; bagging; and disposing of all insulation materials whether they contain asbestos or not from mechanical systems..... | \$ 16.57 | 8.25 |
| Insulator/asbestos worker (includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems)..... | \$ 22.47 | 12.71 |

ASBE0091-002 07/01/2004

DUTCHESS AND ORANGE COUNTIES

| Rates | Fringes |
|-------|---------|
|-------|---------|

| | | |
|---|----------|-------|
| Hazardous Material Handler Duties limited to preparation, wetting, stripping, removal scrapping, vacuuming, bagging and disposing of all insulation materials; whether they contain asbestos or not from mechanical systems..... | \$ 22.00 | 8.25 |
| Insulator/asbestos worker (Includes application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)..... | \$ 32.35 | 23.41 |

BOIL0005-001 09/01/2004

| | Rates | Fringes |
|------------------|----------|---------|
| Boilermaker..... | \$ 41.90 | 25.55+a |

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

BRNY0005-001 06/01/2004

| | Rates | Fringes |
|--|----------|---------|
| Construction Worker (BUILDING CONSTRUCTION) DUTCHESS, ORANGE (Excluding the town of Tuxedo), SULLIVAN and ULSTER COUNTIES Bricklayers, Cement Masons, Plasterers, Stone Masons..... | \$ 27.26 | 15.99 |
| ORANGE COUNTY (Town of Tuxedo) Bricklayers, Cement Masons, Plasterers, Stone Masons..... | \$ 31.17 | 16.04 |
| Construction Worker (HEAVY & HIGHWAY CONSTRUCTION) ORANGE COUNTY (Town of Tuxedo) Bricklayers, Cement Masons, Plasterers, Stone Masons..... | \$ 31.67 | 16.04 |
| Construction Worker (HIGHWAY CONSTRUCTION) DUTCHESS, ORANGE (Excluding the town of Tuxedo), SULLIVAN and ULSTER COUNTIES Bricklayers, Cement | | |

| | | |
|--|----------|--------------|
| Masons, Plasterers, Stone Masons..... | \$ 27.76 | 15.99 |
| ----- | | |
| CARP0019-001 06/01/2004 | | |
| | Rates | Fringes |
| Carpenters: BUILDING CONSTRUCTION Carpenters, Millwrights, Pile Drivers..... | \$ 23.85 | 15.71 |
| HEAVY & HIGHWAY CONSTRUCTION Carpenters, Millwrights, Pile Drivers..... | \$ 23.85 | 15.71 |
| ----- | | |
| CARP0740-002 07/01/2003 | | |
| DUTCHESS AND ORANGE COUNTIES | | |
| | Rates | Fringes |
| Millwright..... | \$ 29.93 | 27.30 |
| ----- | | |
| CARP1456-003 07/01/2003 | | |
| DUTCHESS AND ORANGE COUNTIES | | |
| | Rates | Fringes |
| Diver Tender..... | \$ 34.25 | 26.05 |
| Diver..... | \$ 46.30 | 26.05 |
| Dock Builder & Piledrivermen DOCKBUILDERS..... | \$ 37.70 | 26.05 |
| ----- | | |
| ELEC0363-001 04/01/2004 | | |
| | Rates | Fringes |
| Electrician DUTCHESS (Remaining Townships), ULSTER AND SULLIVAN COUNTIES..... | \$ 33.00 | 20.28 |
| ORANGE and DUTCHESS (Townships of Fishkill, East Fishkill and Beacon) COUNTIES..... | \$ 37.00 | 20.52 |
| ----- | | |
| ELEC1249-002 05/02/2004 | | |
| | Rates | Fringes |
| Line Construction - Lineman LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR THE TRAFFIC SIGNAL SYSTEMS, AND TRAFFIC MONITORING SYSTEMS, ROAD WEATHER INFORMATION SYSTEMS Flagman..... | \$ 18.64 | 9.50+6.25%+a |
| Groundman Digging Machine Operator..... | \$ 27.95 | 9.50+6.25%+a |

| | | |
|---|----------|--------------|
| Groundman Truck Driver (Tractor Trailer Unit)..... | \$ 26.40 | 9.50+6.25%+a |
| Groundman Truck Driver..... | \$ 24.85 | 9.50+6.25%+a |
| Lineman and Technician..... | \$ 31.06 | 9.50+6.25%+a |
| Mechanic..... | \$ 24.85 | 9.50+6.25%+a |

PAID HOLIDAYS:

a. Memorial Day, New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

ELEC1249-004 05/02/2004

| | Rates | Fringes |
|---|----------|---------------|
| Line Construction: | | |
| Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities (where no other trades are or have been involved): | | |
| Cable Splicer..... | \$ 35.94 | 9.50+6.75%+a |
| Flagman..... | \$ 19.60 | 9.50+6.75%+a |
| Groundman digging machine operator..... | \$ 29.40 | 9.50+6.75%+a |
| Groundman truck driver (tractor trailer unit)..... | \$ 27.77 | 9.50+6.75%+a |
| Groundman Truck driver..... | \$ 27.77 | 9.50+6.75%+a |
| Lineman and Technician..... | \$ 32.67 | 9.50+6.75%+a |
| Mechanic..... | \$ 26.14 | 9.50+6.75%+a |
| Overhead transmission line work (where other trades are or have been involved): | | |
| Cable Splicer..... | \$ 38.71 | 9.50+6.75%+a |
| Flagman..... | \$ 21.11 | 9.50+6.75%+a |
| Groundman digging machine operator..... | \$ 31.67 | 9.50 +6.75%+a |
| Groundman truck driver (tractor trailer unit)..... | \$ 29.91 | 9.50+6.75%+a |
| Groundman truck driver..... | \$ 28.15 | 9.50+6.75%+a |
| Lineman and Technician..... | \$ 35.19 | 9.50+6.75%+a |
| Mechanic..... | \$ 28.15 | 9.50+6.75%+a |
| Substation: | | |
| Cable Splicer..... | \$ 35.94 | 9.50+6.75%+a |
| Flagman..... | \$ 19.60 | 9.50+6.75%+a |
| Ground man truck driver.... | \$ 26.14 | 9.50+6.75%+a |
| Groundman digging machine operator..... | \$ 29.40 | 9.50+6.75%+a |

| | | |
|---|----------|--------------|
| Groundman truck driver (tractor trailer unit)..... | \$ 27.77 | 9.50+6.75%+a |
| Lineman & Technician..... | \$ 32.67 | 9.50+6.75%+a |
| Mechanic..... | \$ 26.14 | 9.50+6.75%+a |
| Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation | | |
| Cable Splicer..... | \$ 37.37 | 9.50+6.75%+a |
| Flagman..... | \$ 20.38 | 9.50+6.75%+a |
| Groundman Digging Machine Operator..... | \$ 30.57 | 9.50+6.75%+a |
| Groundman Truck Driver (tractor-trailer unit)..... | \$ 28.87 | 9.50+6.75%+a |
| Groundman Truck Driver..... | \$ 27.18 | 9.50+6.75%+a |
| Lineman & Technician..... | \$ 33.97 | 9.50+6.75%+a |
| Mechanic..... | \$ 27.18 | 9.50+6.75%+a |
| TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT | | |
| Cable splicer/Central Office Person..... | \$ 23.07 | 3.05+3% |
| Groundman..... | \$ 11.61 | 3.05+3% |
| Installer Repairman- Teledata Lineman/Tecnician-Equipment Operator..... | \$ 21.91 | 3.05+3% |
| TREE TRIMMER..... | \$ 18.92 | 4.05+3%+b |

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

b. New Years Day, Washington's Birthday, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day.

ELEC1249-005 05/02/2004

SULLIVAN COUNTY

Rates

Fringes

Line Construction

LIGHTING AND TRAFFIC
SIGNAL LINEMAN INCLUDING
ANY AND ALL FIBER OPTIC
CABLE NECESSARY FOR THE
TRAFFIC SIGNAL SYSTEM,
TRAFFIC MONITORING SYSTEMS
AND ROAD WEATHER
INFORMATION SYSTEMS..

| | | |
|-----------------------------|----------|--------------|
| Flagman..... | \$ 18.64 | 9.50+6.25%+a |
| Groundman Digging Machine | | |
| Operator..... | \$ 27.95 | 9.50+6.25%+a |
| Groundman Truck Driver | | |
| (tractor trailer unit)..... | \$ 26.40 | 9.50+6.25%+a |
| Groundman Truck Driver..... | \$ 24.85 | 9.50+6.25%+a |
| Lineman & Technician..... | \$ 31.06 | 9.50+6.25%+a |
| Mechanic..... | \$ 24.85 | 9.50+6.25%+a |

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

ELEV0138-001 01/01/2005

| | Rates | Fringes |
|----------------------|-----------|------------|
| Elevator Constructor | | |
| MECHANIC..... | \$ 40.465 | 15.255 a+b |

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

b. PAID VACATION: Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 5 years of service, and 6% for employees with less than 5 years of service.

ENGI0106-004 07/01/2004

NORTHERN PART OF DUTCHESS (To The Northern Boundary line of the City of Poughkeepsie)

| | Rates | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator | | |
| HEAVY AND HIGHWAY | | |
| GROUP 1..... | \$ 29.04 | 13.75+a |
| GROUP 2..... | \$ 28.61 | 13.75+a |
| GROUP 3..... | \$ 27.70 | 13.75+a |
| GROUP 4..... | \$ 25.13 | 13.75+a |
| GROUP 5..... | \$ 30.22 | 13.75+a |
| GROUP 6..... | \$ 29.54 | 13.75+a |
| GROUP 7..... | \$ 30.04 | 13.75+a |

POWER EQUIPMENT OPERATORS HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1:- Boom Truck (over 5 tons), Crane, Cherry Picker (over 5 ton capacity), Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type) Pile Driver, Truck Crane

GROUP 2:- Automated Concrete Spreader (CMI Type), Automated Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck (5 tons and under), Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self-Propelled, Slipform, Concrete Pump (8" or over), Dredge, Dual Drum Paver, Excavator (All Purpose-Hydraulically Operated) (Gradall or similar), Front End Loader (4 cu. yd. and over), Head Tower (Sauerman or Equal), Hoist (Two or Three drum), Holland Loader, Mine Hoist, Mucking Machine or Mole, Pavement Breaker (SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver, Tractor Drawn Belt-type loader, Truck or Trailer Mounted Log Chipper (Self feeder), Tug Operator (Manned Rented Equipment excluded), Tunnel Shovel

GROUP 3 - Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Spreader and Mixer, Blacktop Plant (Non-Automated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage-Hoist, Central Mix Plant (Non-Automated) and All Concrete Batching Plants, Cherry Picker (5 Tons Capacity and Under), Compressors (4 or less) Exceeding 2000 C.F.M. Combined Capacity, Concrete Paver (over 16S), Concrete Pump (Under 8"), Crusher, Diesel Power Unit, Drill Rigs (Tractor Mounted), Front End Loader (under 4 c.y.), Hi-Pressure - Boiler (15 lbs. and over), Hoist (One Drum) Kolman Plant Loader and Similar Type Loaders, L.C.M. Work Boat Operator, Locomotive, Maintenance Engineer/Greaseman/ Welder, Mixer (For Stabilized Base Self-Propelled), Monorail Machine, Plant Engineer, Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (For Soil Stabilization), Road Widener, Roller (All Above Subgrade), Sea Mule, Self-contained Ride-on-Rock Drill, excluding Air Track Type Drill, Skidder, Tractor With Dozer and/or Pusher, Trencher, Tugger-Hoist, Vermeer saw (ride on, any size or type), Winch, Winch Cat.

GROUP 4 - A-Frame Winch Hoist on Truck, Ballast Regulator (Ride- On), Compressors (4 not to exceed 2000 C.F.M. Combined Capacity; or 3 or less with more than 1200 C.F.M. but not to exceed 2000 C.F.M.), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 of Any Type Of Combination), Concrete Pavement Spreaders and Finishers, Conveyor, Directional Drill Machine Locator, Drill Core, Drill Well, Electric Pump Used In Conjunction with Well Point System, Farm Tractor with Accessories, Fine Grade Machine, Fork Lift (under 15 ft.), Grout Pump Gunite Machine, Hammers (Hydraulic-Self-Propelled), Hydra- Spiker (Ride-On), Hydro-Blaster Water, Post Hole Digger and Post Driver, Power Sweeper, Roller (Grade and Fill), Scarifier (Ride- On Spansaw (Ride-On), Skid Steer loader (Bobcat or similar), Summersible Electric Pump (When Used In Lieu Of Well Point System), Tamper (Ride-On), Tie Extractor

(Ride-On), Tie Handler, Tie Inserter (Ride-On), Tie Spacer (Ride-On), Tire Repair, Track Liner, Tractor With Towed Accessories, Vibratory Compactor, Vibro Tamp, Well Point, Aggregate Plant, Boiler (Used In Conjunction With Production), Cement and Bin Operator, Compressors (3 or less not to Exceed 1200 C.F.M. Combined Capacity), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less of Any Type or Combination), Concrete Paver or Mixer (16S and under), Concrete Saw (Self-Propelled), Fireman, Form Tamper, Hydraulic Pump (Jacking System), Light Plants, Mulching Machine, Oiler, Parapet-Concrete or Pavement Grinder, Power Broom (Towed), Power Heaterman, Revinus Widener, Shell Winder, Steamcleaner, Tractor.

GROUP 5 - Master Mechanic

GROUP 6 - Crane Premium with Boom Length and Jib 150' - 199'

GROUP 7 - Crane Premium with Boom Length and Jib 200' and Over.

Tower Crane Premium \$.50
 Hazmat work premium \$2.50
 Hydrographic \$.50

FOOTNOTES:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, provided the employee works the day before and the day after the holiday.

 ENGI0106-008 01/01/2005

NORTHERN PART OF DUTCHESS (TO THE NORTHERN BOUNDARY LINE OF THE CITY OF POUGHKEEPSIE) BUILDING CONSTRUCTION

| | Rates | Fringes |
|----------------------------|----------|---------|
| Power equipment operators: | | |
| GROUP 1..... | \$ 28.92 | 13.65+a |
| GROUP 2..... | \$ 28.48 | 13.65+a |
| GROUP 3..... | \$ 27.57 | 13.65+a |
| GROUP 4..... | \$ 25.00 | 13.65+a |
| GROUP 5..... | \$ 29.92 | 13.65+a |
| GROUP 6..... | \$ 29.42 | 13.65+a |
| GROUP 7..... | \$ 28.73 | 13.65+a |
| GROUP 8..... | \$ 30.98 | 13.65+a |

Hazardous work - Anytime Operating Engineers are involved with level C or above, \$2.50 per hour over regular rate.

FOOTNOTE:

a. Paid Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirlyies, dragline, boom truck (over 5 tons)

GROUP 2: Shovel, All backhoe (except tractor mounted rubber

tired John Deere 510 or smaller), gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, Belcrete system, automated asphalt concrete plant and tractor road paver, boom truck (5 tons and under).

GROUP 3: Backhoe, (tractor mounted rubber tired equivalent to John Deere 510 or less), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, road roller, blacktop roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydrohammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist - two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, cord and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinkey locomotive, skid steer loader, track excavator 5/8 cu. yd. or smaller.

GROUP 4: Fork lift, high lift, lull, Oiler, fireman and heavy-duty greaser, boilers, and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, concrete pumps, electric submersible pump 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer and belcrete power pack (belcrete system), seeding, and mulching machines, pumps.

GROUP 5: Crane Premiums

- 1 over 150'
- 2 over 200'

GROUP 6: Tower Crane

GROUP 7: Master Mechanic (other than nuclear work)

GROUP 8: Master Mechanic on nuclear work

ENGI0137-001 03/01/2004

DUTCHESS COUNTY (POUGHKEEPSIE AND SOUTH THEREOF)

BUILDING CONSTRUCTION

| | Rates | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator | | |
| GROUP 1-A..... | \$ 35.65 | 18.15+a |
| GROUP 1-B..... | \$ 32.93 | 18.15+a |
| GROUP 3-A..... | \$ 33.20 | 18.15+a |
| GROUP 3-B..... | \$ 31.63 | 18.15+a |
| GROUP 4-A..... | \$ 32.88 | 18.15+a |
| GROUP 4-B..... | \$ 29.00 | 18.15+a |
| GROUP 5-A..... | \$ 31.63 | 18.15+a |
| GROUP 5-B..... | \$ 30.00 | 18.15+a |
| GROUP 6-A-1..... | \$ 37.44 | 18.15+a |
| GROUP 6-A-2..... | \$ 36.30 | 18.15+a |
| GROUP 6-A-3..... | \$ 35.05 | 18.15+a |
| GROUP 6-A-4..... | \$ 34.45 | 18.15+a |

| | | |
|------------------|----------|---------|
| GROUP 6-A-5..... | \$ 41.30 | 18.15+a |
| GROUP 6-A-6..... | \$ 32.55 | 18.15+a |
| GROUP 6-A-7..... | \$ 40.70 | 18.15+a |
| GROUP 6-B-1..... | \$ 28.47 | 18.15+a |
| GROUP 6-B-2..... | \$ 29.83 | 18.15+a |
| GROUP 6-B-3..... | \$ 29.89 | 18.15+a |
| GROUP 6-B-4..... | \$ 32.66 | 18.15+a |

NOTES: Hazmat: 20% above regular rage
 Pumping operation Premium .50
 Crane Operators (100-149 ft) 2.00
 Crane Operators (149 ft +) 3.00
 Loader Operators (over 5 cu y) .50
 Shovel Operators (over 4 cu yd) 1.00

FOOTNOTE:

a. New Years Day, Memorial Day, Independence Day, Labor Day
 Thanksgiving Day, Christmas Day, plus Lincoln's Birthday,
 Washington's Birthday, Good Friday, Columbus Day, November
 Election Day, Veteran's Day.

POWER EQUIPMENT OPERATORS CLASSIFICATION

GROUP 1-A: Carrier- trailer horse; concret-portable hoist;
 crane & hoist engineer-steel (concrete, material, super
 structure sub- structure); derrick (stone-steel); elevator
 & cage; hoist- single/double or triple drum; hoist-portable
 mobile unit; hoist engineer-concert (crane-derrick-mine
 hoist); hoist engineer- material; overhead crane; power
 house plant; telephies (cableway); whirly; maintenance
 engineer; Lull hilit or similar; hydraulic crane 25 ton
 and over; cherry picker 25 tons and over; backhoe Oliver
 88; fordson; dynahoe; dual purpose and similar machines;
 Barber Green Loader-euclid loader or similar type; conway
 or similar mucking macking machines; dragline; gradall;
 shovel; backhoe etc. (crawler or truck); front end loaders;
 hydraulic boom; jersey spreader; lift slab console;
 letournequ or tounapull (scrapers over 20 yds struck);
 mucking machines; pavement breaker (air ram); paver
 (concrete); road boring machine; road mix machines; ross
 carrier and similar machines; post hole digger; shovel
 (tunnels); side boom; spreader (asphalt);
 scoopmobile-tractor-shovel over 1 1/2 yds. trenching
 machines vermeer concrete saw trencher and similar; tractor
 type demolition equipment; winch truck (a frame); hydraulic
 crane over 10 ton up to 25 ton); cherry picker over 10 ton
 up to 25 ton)

GROUP 1-B: Compressor (steel erection); pulse meter and push
 button buzz box; elevator; mechanic (outside) all types;
 welder; scrapers 20 yds struck and under; machine pulling
 sheep's foot roller; vibratory rollers; roller 4 tons and
 over.

GROUP 2-A: Compactor self-propelled; grader; bulldoze D7 and
 similar tractors with a draw bar horsepower of 100 or over;
 bulldozer D6 and under; welder; scraper 20 yds struck and
 under; machine pulling sheep's foot roller; vibratory
 rollers.

GROUP 3-A: Asphalt plant; boiler (high pressure); concrete
 mixing plants; concrete pump; firemen; forklift; forklift
 (electric); joy drill or similar tractor drilling machine;

loader - 1 1/2 yards and under; locomotive (all sizes); mixer concrete - 21E and over; portable asphalt plant; portable batch plant; portable crusher; quarry master; stone crusher; well drilling machine and well point system; cherry picker under 10 tons; hydraulic crane under 10 tons; concert buffy; one yard an up ride on dumper (benford or similar).

GROUP 3-B: Compressor over 125 cu. feet; conveyor belt machine regardless of size; lighting unit (portable & generator); welding machine (steel erection and excavation); and compressor plant; stud machine; ladder hoist.

GROUP 4-A: Air tractor drill; batch plant; bending machine; concrete breaker; concrete spreader; curb cutter machine; farm tractor (all types); finishing machine-concrete; hepavac clean air machine (all similar types: removal of asbestos etc.); material hopper-sand-stone-cement; mixer-concrete-under 21E; mulching grass spreader; pump-gypsum, etc., pump-plaster-grout -fireproofing; shop mechanic (not employed on job site); roller under 4 ton; spreading and fine grading machine; steel cutting machine; syphon pump-air-steam; tar joint machine; turbo jet burner or similar equipment; vibrator (1 to 5); fine grading machine; roof hoist (tugger hoist); television cameras-water- sewer-gas-etc.

GROUP 4-B: Compressor to 135 feet; dust; dust collector; heater all types; pump; pump station (water and sewer); steam jenny; sweeper; chipper; mulcher.

GROUP 5-A: Concrete saw; oiler fuel truck and oiler grease truck.

GROUP 5-B: Oiler; paint compressor; motorized roller (walk behind); stockroom attendant.

GROUP 6-A-1: master mechanic.

GROUP 6-A-2: helicopter hoist operator.

GROUP 6-A-3: welder-certified.

GROUP 6-A-4: engine-pile driver.

GROUP 6-A-5: helicopter-pilot

GROUP 6-A-6: helicopter-signalman

GROUP 6-A-7: Engineers for all tower cranes, all climbing cranes and all cranes of 100 ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged (except for pile rigs).

GROUP 6-B-1: Utility man.

GROUP 6-B-2: warehouse man.

GROUP 6-B-3: oiler (asphalt paver)

GROUP 6-B-4: cable splicer.

ENGI0137-002 03/01/2004

DUTCHESS (Poughkeepsie and South thereof)

| | Rates | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator | | |
| HEAVY & HIGHWAY | | |
| GROUP 1..... | \$ 40.66 | 18.41+a |
| GROUP 1-A..... | \$ 36.00 | 18.41+a |
| GROUP 1-B..... | \$ 37.25 | 18.41+a |
| GROUP 2-A..... | \$ 34.54 | 18.41+a |
| GROUP 2-B..... | \$ 34.68 | 18.41+a |
| GROUP 3..... | \$ 33.96 | 18.41+a |
| GROUP 4-A..... | \$ 30.99 | 18.41+a |
| GROUP 4-B..... | \$ 26.81 | 18.41+a |
| GROUP 5-A-1..... | \$ 38.05 | 18.41+a |
| GROUP 5-A-2..... | \$ 36.90 | 18.41+a |
| GROUP 5-A-3..... | \$ 45.87 | 18.41+a |
| GROUP 5-A-4..... | \$ 41.08 | 18.41+a |
| GROUP 5-A-5..... | \$ 35.55 | 18.41+a |
| GROUP 5-A-6..... | \$ 41.81 | 18.41+a |
| GROUP 5-A-7..... | \$ 34.38 | 18.41+a |
| GROUP 5-A-8..... | \$ 34.68 | 18.41+a |
| GROUP 5-B-1..... | \$ 25.58 | 18.41+a |
| GROUP 5-B-2..... | \$ 29.06 | 18.41+a |
| GROUP 5-B-3..... | \$ 25.20 | 18.41+a |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Boom Truck; Cherry Picker; Clamshell; Crane,
(Crawler, Truck); Dragline; Rough Terrain Crane

GROUP 1-A: Auger; Auto Grader; Dynahoe and Dual purpose and similar machines; Boat Captain; Boring Machine (all types); Bull Dozer-all sizes; Central Mix Plant Operator; Chipper-all types; Close circuit t.v.; Compactor with Blade; Concrete Portable Hoist; C.M.I. or similar; Conway or similar mucking machines; Gradall, Shovel Backhoe, etc. Grader; Derrick, (Stone- Steel; Elevator & cage, materials or passengers; Front end loaders over 1 1/2 yds.; Hoist Single, Double, Triple Drum, Hoist Portable Mobile Unit; Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist); Hoist Engineer-Material, Hydraulic Boom; Letourneau or Tournapull (Scrapers over 20 yds. struck); Log Skidder; Movable Concrete Barrier Transfer & Transport Vehicle; mucking machines; overhead crane; paver (concrete); pulsemeter; push button (buzz box) elevator; road mix machines; Robot Hammer (brock or similar), Ross carrier and similar machines; shovels (tunnels); side boom; Slip Form Machine; spreader (asphalt); scoopmobile-tractor-shovel over 1 1/2 yards; trenching machines; telephies- vermeer concrete saw trencher and/or similar; tractor-type demolition equipment, Whirly

GROUP 1-B: Road Paver, Asphalt

GROUP 2-A: Ballast Regulators; Compactor self-propelled; Cow Tracks; Fusion Machine; Rail Anchor Machines; Roller 4 ton and over; Scrapers - 20 yards struck; Switch Tampers; Vibratory roller, etc.

GROUP 2-B: Mechanic (outside) all types

GROUP 3-A: Air tractor drill; asphalt plant; batch plant; boiler (high pressure; concrete breaker; concrete pump concrete spreader; curb cutter machine; farm tractor (all types); finishing machine (concrete); fine grading machine; fireman; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes), maintenance engineer; machine pulling sheeps foot roller; material hopper; mixer concrete - 21-E and over; mulching grass spreader; portable asphalt plant, portable batch plant, portable crusher; powerhouse plant; quarry master; roller under 4 ton; spreading and fine grading machine; steel cutting machine; stone crusher; sweeper; turbojet burner or similar; well drilling machine ; winch truck "A" frame. John Henry Drill or similar.

GROUP 4-A: Service men (fuel or grease truck).

GROUP 4-B: Oiler; Compressor - compressor plant; paint compressor-steel erection; conveyor belt machine; lighting unit (portable & generator); oiler; pumps - pump station-water-sewer- gypsum- plaster, etc.; roller-motorized (walk-behind); welding machine (steel erection excavation); well point system; bending machine; dust collector; mixer - concrete under 21-E; heater all types; steam jenny; syphon pump-air-steam; tar joint machine; vibrator (1 to 5); Compressor Truck Mounted (2-6)

GROUP 5-A-1: Master Mechanic

GROUP 5-A-2: Helicopter hoist operator.

GROUP 5-A-3: Engineer - all tower cranes, all climbing cranes and all cranes of 100 ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged (except for pile rigs).

GROUP 5-A-4: Hoist Engineer - steel - sub-structure;
Engineer-- Pile Driver

GROUP 5-A-5: Welder-Certified

GROUP 5-A-6: Helicopter - pilot.

GROUP 5-A-7: Helicopter - signalman.

GROUP 5-A-8: Jersey-spreader, pavement breaker (air ram);
Post Hole Digger

GROUP 5-B-1: Utility Man

GROUP 5-B-2: Concrete Saw

GROUP 5-B-3: Oiler

NOTES:

| | |
|----------------------------------|------|
| Loader Operator (over 5 cu yds) | .50 |
| Shoval Operators (over 4 cu yd) | 1.00 |
| Hazmat premium over regular rate | 20% |

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day; Lincoln's Birthday; Good

Friday; Memorial Day; Independence Day; Labor Day; Veterans Day; Columbus Day; November Election Day; Thanksgiving Day; and Christmas Day

ENGI0825-007 07/01/2004

ORANGE, ULSTER AND SULLIVAN COUNTIES

| | Rates | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator | | |
| BUILDING HEAVY & HIGHWAY | | |
| GROUP 1..... | \$ 35.12 | 18.90+a |
| GROUP 2..... | \$ 33.53 | 18.90+a |
| GROUP 3..... | \$ 31.62 | 18.90+a |
| GROUP 4..... | \$ 29.99 | 18.90+a |
| GROUP 5..... | \$ 28.28 | 18.90+a |
| GROUP 6..... | \$ 36.94 | 18.90+a |

NOTES:

Hazmat Premium 20%
Hydrographic Premium .50

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (BLDG, HEAVY & HWY)

GROUP 1: Autograde-Pavement-Profiler (CMI and Similar Type); utograde-Pavement-Profiler (CMI and Similar Types); Autograde Slipform Paver (CMI and Similar Types); Backhoe; Central Power Plants (all types); Concrete Paving Machine (s-240 and Similar Types); Cranes (All Types, Including Overhead and Straddle Traveling Type); Cranes, Gantry; Derricks (Land, Floating or Chicago Boom Type); Drillmaster/Quartmaster (Down the Hole Drill) Rotary Drill; Self-Propelled, Hydraulic Drill, Self-Powered Drill Draglines, Elevator Graders, Front End Loaders (5 yds. and over), Gradalls, Grader: Rago, Helicopters (Copilot), Helicopters, (Communication Engineer), Locomotive (large), Mucking Machines, Pavement and Concrete Breaker (Superhammer, Hoe Ram, Brokk 250 and Similar Types), Pile Driver (length of boom including length of leads shall determine premium rate applicable), Roadway Surface Grinder Scooper (loader and shovel), Shovels, Tree Chooper with Boom, Trench Machines, Tunnel Boring Machines.

GROUP 2: "A" Frame; Backhoe (Combination); Boom Attachment on Loaders (Rate based on size of bucket) not applicable to Pipehook) Boring and Drilling Machines, Brush Chopper, Shredder and Tree Shredder Tree Shearer, Cableways, Carry-alls, Concrete Pump, Concrete Pumping System, Pumpcrete and Similar Types, Conveyors, 125 ft and over; Drill Doctor (duties include dust collector, maintenance), Front End Loader (22 yds. but less than 2 yds.), Graders (Finish); Groove Cutting Machine (ride on type), Heater Planer; Hoists: (all type hoists, Shall Also Include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft, Caisson, Snorkel Roof, and or any other similar type Hoisting Machines, Portable or Stationary, Except Chicago Boom Type). Long Boom Rate to Be Applied if Hoist is "outside material lower hoist"; Hydraulic Cranes-10tons and Under; Hydro-Axe; Hydro-Blaster; Jacket (Screw Air Hydraulic Power Operated Unit or Console Type: Not Hand Jack or Pile Load Test

Type), Log Skidder; Pans, Pavers (all) Concrete; Plate and Frame Filter Press; Pumpcrete Machines; Squeeze Crete and Concrete Pumping (regardless of size); Scrapers; Sidebooms; Straddle Carrier, Ross and Similar Types; Vacuum Truck; Whip Hammer; Winch Trucks (Hoisting).

GROUP 3: Asphalt Curbing Machine, Asphalt Plant Engineer, Asphalt Spreader; Autograde Tube Finisher & Texturing Machine (CMI and Similar types) Autograde Curecrete Machine (CMI and Similar Types); Bar Bending Machines (power), Batchers, Batching Plant and Crusher on-site; Belt Conveyor Systems; Boom Type Skimmer Machines; Bridge Deck Finisher; Bulldozers (all); Car Dumpers (A:road); Chief of Party; Compressor and Blower Type Units (used) Independently or Mounted On Dual Purpose Trucks, On Job Site or In Conduction with Job Site, In Loading and Unloading of Concrete, Cement, Fly Ash, Instantcrete, or Similar Type Materials); Compressor 92 or 3 in Battery); Concrete Finishing Machines; Concrete Saws and Cutters (ride on type); Concrete Spreaders, Hetzel, Rexomatic and Similar types; Concrete Vibrators; Conveyors, Under 125 ft), Crushing Machines, Ditching Machine, Small (ditchwitch, Vermeer or Similar type); Dope Dots (mechanical with or without pump), dumpsters; Elevator; Fireman; Forklifts (economobile, lull, and similar types of equipment); Front End Loaders (1 yd. and over but less than 2 yds.); Generators (2 or 3 in Battery/ within 100 ft); Giraffe Grinders, Graders and Motor Patrols; Grout Pump; Gunnite Machines (excluding nozzle); Hammer Vibratory (in conduction with generators); Hoists (Roof, Tuggeraerial Platfrom Hoist and House Cars), Hoppers, Hoppers Doors (power operated); Hydro-Blaster (where required); Ladders (Motorized); Laddervator; Locomotive, Dinky type; Maintenance, Utility Man; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols and Graders; Pavement Breakers, Small, Self-Propelled ride on type (also maintains compressor or hydraulic unit); Pavement Breaker, Truck Mounted; Pipe Bending Machine (power); Pitch Pump; Plaster Pump (regardless of size); Post Hole Digger (post pounder and auger); Rod Bending Machines (power); Roller, Black Top; Scales, (power); Seaman Pulverizing Mixer; Shoulder Widener; Silos; Skimmer Machines (Boom Type); Steel Cutting Machine, Services and Maintains; Tamrock Drill; Tractors; Tug Captain; Vibrating Plants (used in conduction with unloading); welder and Repair Machines. Concrete cleaning/decontamination machine operator; Directional boring machine; Heavy equipment robotics operator; Master environmental maintenance operator; Ultra high pressure waterjet cutting tool system operator; maintenance operator; Vacuum blasting machine operator

GROUP 4: Brooms and Sweepers; Chippers; Compressors (single); Concrete Spreaders (small type); Conveyor Loaders (not including Elevator Graders); Engines, Large Diesel (1620 h.p.) and Staging Pump; Farm Tractors; Fertilizing Equipment (Operator and Maintenance of); Fine Grade Machine (small type); Form Line Graders (small type); Front End Loader (under 1 yd); Generator (single); Grease, Gas, Fuel and Oil Supply Trucks; Heaters (Nelson or Other Type Including Propane, Natural Gas or Flowtype Units); Lights, Portable Generating Light Plants; Mixers, Concrete Small; Mulching Equipment (Operation and Maintenance of); Pumps (2 of Less Than 4 Inch Suction); Pumps 94 Inch Suction and

Over Including Submersible Pumps); Pumps (Diesel Engine and Hydraulic); Immaterial of Power; Road Finishing Machines (Small Type); Rollers, Grade, Full Or Stone Base; Seeding Equipment (Operation and maintenance of); Sprinkler and Water Pump Trucks (Used on job Site or in conduction with Job Site); Steam Jennies and Boilers, Irrespective of Use; Stone Spreader; Tamping Machines, Vibrating Ride On; Temporary Heating Plant (nelson or Other Type, Including Propane, Natural Gas or Flow Type Units); Water and Sprinkler Trucks (Used On Job Site In Conduction with Job Site); Welding Machines-Within 100 ft (Gas, and /or Electric Converters of any type, single, tow or three in a battery). welding system, multiple (rectifier transformer type) well point systems (including installation by bull gang and maintenance of); Off Road back dumps.

GROUP 5: Oiler

GROUP 6: Helicopter Pilot

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Washington's Birthday Memorial Day, July 4th, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day during the calendar week in which the holiday occurs.

ENGI0825-008 07/01/2004

ORANGE, ULSTER AND SULLIVAN COUNTIES

| | Rates | Fringes |
|----------------------------|----------|---------|
| Power equipment operators: | | |
| BUILDING CONSTRUCTION | | |
| STEEL ERECTION | | |
| GROUP 1..... | \$ 37.89 | 18.90+a |
| GROUP 2..... | \$ 36.98 | 18.90+a |
| GROUP 3..... | \$ 34.69 | 18.90+a |
| GROUP 4..... | \$ 32.03 | 18.90+a |
| GROUP 5..... | \$ 30.50 | 18.90+a |
| GROUP 6..... | \$ 28.74 | 18.90+a |
| GROUP 7..... | \$ 38.75 | 18.90+a |
| BUILDING CONSTRUCTION TANK | | |
| ERECTION | | |
| GROUP 1..... | \$ 37.61 | 18.90+a |
| GROUP 2..... | \$ 36.77 | 18.90+a |
| GROUP 3..... | \$ 38.25 | 18.90+a |
| GROUP 4..... | \$ 34.68 | 18.90+a |
| GROUP 5..... | \$ 29.47 | 18.90+a |
| OILOSTATIC MAINLINES AND | | |
| TRANSPORTATION PIPE LINES: | | |
| GROUP 1..... | \$ 35.75 | 18.90+a |
| GROUP 2..... | \$ 34.10 | 18.90+a |
| GROUP 3..... | \$ 31.96 | 18.90+a |
| GROUP 4..... | \$ 30.46 | 18.90+a |
| GROUP 5..... | \$ 28.74 | 18.90+a |
| GROUP 6..... | \$ 37.68 | 18.90+a |

NOTES:

Hydrographic Premium

50

Hazmat Premium

20%

Tunnel Premium

.75

STEEL ERECTION CLASSIFICATIONS

GROUP 1: Cranes (All Cranes, Land or Floating with Booms Including Jib 140 ft and over, Above Ground); Derricks, Land, Floating or Chicago Boom Type with Booms including Jib 140 ft and over above ground).

GROUP 2: Cranes (All Cranes, Land or Floating with Booms Including Jib Less Than 140 ft Above Ground); Derricks, Land, Floating or Chicago Boom Type with Booms Including Jib Less Than 140 ft above Ground).

GROUP 3: "A" Frame, Cherry Pickers 10 tons and under, Hoists Shall Also Include Steam, Gas, Desel, Electric, Air Hydraulic, Single and Double Drum Concrete, Brick Shaft Caisson, or Any Other Similar Type Hoisting Machines, Portable or Stationary, Except Chicago Boom Type; Jacks: Screw Air Hydraulic Power Operated unit or Console Type (not hand Jack or Pile Load Test Type); Side Booms.

GROUP 4: Aerial Platform used as Hoist; Compressor: 2 or 3 in Battery; Elevators or House Cars; Conveyors and Tugger Hosits; Chief of Party; Firemanp; Forklift; Generators (2 or 3); Maintenance (Utility Man); Rod Bending Machine (power); Welding Machines (Gas or Electric, 2 or 3 in Battery, Including Diesels); Captain: Power Boats: Tug Master: Power Boats.

GROUP 5: Compressor, Single; Welding Machine, Single, Gas, Diesel, and Electric Converters of any Type: Welding System Multiple (Rectifier Transformer Type); Generator, Single.

GROUP 6: Oiler

GROUP 7: Helicopter Pilot .

FOOTNOTE: a. PAID HOLIDAYS: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the calendar week during which the holiday occurs.

For BUILDING CONSTRUCTION TANK ERECTION CLASSIFICATIONS

| | |
|-----------------------|-----|
| NOTES: Tunnel Premium | .75 |
| Hazmat Premium | 20% |
| Hydrographic Premium | .50 |

TANK ERECTION CLASSIFICATIONS

GROUP 1: Operating Engineers on all Cranes, Derricks, ets with Booms Including Jib 140 ft or More Above Ground.

GROUP 2: Operating Engineer on all Equipment, Including Cranes, Derricks, ets with Booms Including Jib, Less Than 140 ft above the ground.

GROUP 3: Helicopter Pilot Engineer.

GROUP 4: Air Compressors, Welding Machines and Generators are Covered and are Defined as Cover: Gas, Diesel, or Electric

Driven Equipment and Sources of Power from a Permanent Plant: ie: Staem, Compressed Air, Hydraulic or Other Power, For The Operating of any Machine or Automatic Tools, Used In The Erection, Alteration, Repair and Dismantling of Tanks and Any and All "Dual Purpose" Trucks Used On The Construction Job Site, or in the Loading and Unloading of Materials, at the Construction Job Sited or in Conjunction with the Job Site.

GROUP 5: Oiler

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day provided the Employee works one day in the calendar week during which the holiday occurs

For OILOSTATIC MAINLINES AND TRANSPORTATION PIPE LINE CLASSIFICATIONS

NOTES:

| | |
|----------------------|-----|
| Hydrographic Premium | .50 |
| Hazmat Premium | 20% |
| Tunnel Premium | .75 |

OILSTATIC MAINLINES AND TRANSPORTATION PIPE LINES CLASSIFICATIONS

GROUP 1: Backhoe; Cranes (all types); Draglines, Front End Loaders (5yds. and over), Gradalls, Helicopters (co-pilot), Helicopters (Communication Engineer); Scooper (Loader and Shovel) Koehring; Trench Machines.

GROUP 2: "A" Frame; Backhoe (Combination Hoe Loader); Boring and Drilling Machines; Ditching Machines, Small, Ditchwitch, Vermeer or Similar type; Forklifts; Front End Loaders 92 yds. and over but less than 5 yds.); Graders, Finish (fine); Hydraulic Cranes 10 tons and under (over 10 tons) Cranes Rate Applies); Side Booms: Winch Trucks (Hoisting).

GROUP 3: Backfiller; Brooms and Sweepers; Bulldozers; Compressor (2 or 3 in battery); Chief of Party; Front End Loaders (under 2 yds); Generators; Giraffe Grinders; Graders and Motor Patrols; Machnic; Pipe Bending Machine (power); Tractors; Water and Sprinkler Trucks used on Job Site or in Conduction with Job Site); Welder and Repair Mechanic; Captain (power boats); Tug Master (power boats).

GROUP 4: Compressor (single); Dope Pots (Mechanical with or without Pump); Dust Collectors; Pumps (4 inch suction and over); Pumps (2 of less than 4 inche suction); Pumps, Diesel Engine and Hydraulic (immaterial of power); Welding Machines, Gas or Electric Converters of any type- 2 or 3 in Battery Mulptle Welders; Well Point Systems (including installation and Maintenance); Fram Tractors.

GROUP 5: Oiler, grease, gas, fuel and oil supply trucks; Tire repair and maintenance

GROUP 6: Helicopter Pilot

FOOTNOTE:

a. Paid Holidays: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day and Christmas Day provided the Employee works one day in calendar week during which the holidays occurs.

IRON0417-001 07/01/2003

| | Rates | Fringes |
|-----------------|----------|---------|
| Ironworker..... | \$ 33.00 | 19.85 |

LABO0017-002 06/01/2004

| | Rates | Fringes |
|---|----------|---------|
| Laborers: | | |
| DUTCHESS COUNTY (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work): (BUILDING CONSTRUCTION) | | |
| GROUP 1..... | \$ 25.00 | 12.80 |
| GROUP 2..... | \$ 29.55 | 12.80 |
| DUTCHESS COUNTY (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work): (HEAVY & HIGHWAY:) | | |
| GROUP 1..... | \$ 27.05 | 13.05+a |
| GROUP 2..... | \$ 30.95 | 13.05+a |
| ORANGE, ULSTER, AND SULLIVAN COUNTIES (BUILDING CONSTRUCTION:) | | |
| GROUP 1..... | \$ 25.00 | 12.80 |
| GROUP 2..... | \$ 26.80 | 12.80 |
| GROUP 3..... | \$ 29.55 | 12.80 |
| ORANGE, ULSTER, AND SULLIVAN COUNTIES (HEAVY & HIGHWAY) | | |
| GROUP 1..... | \$ 21.65 | 13.05+a |
| GROUP 2..... | \$ 27.05 | 13.05+a |
| GROUP 3..... | \$ 30.95 | 13.05+a |
| GROUP 4..... | \$ 31.95 | 13.05+a |
| TUNNEL, SHAFT & CAISSON WORK | | |
| GROUP 1..... | \$ 28.40 | 13.05+a |
| GROUP 2..... | \$ 32.05 | 13.05+a |

LABORERS BUILDING CLASSIFICATIONS

GROUP 1: Custodial work, flag person, portable generator tender, portable pump tender, pitman and dumpman, firewatch, temporary heat tender, temporary light tender, traffic control, tool room tender; Artificial turf, air chipping hammer acoustic pump and mixer, carpenter tender, concrete, concrete curb and sidewalk form setter, concrete form stripping, concrete sealing, concrete curing, concrete finisher, concrete vibrator, compressor, clean up after

trades, dismantling demolition, excavation, fireproofing, foundation and building piping, pump and mixer, gunite, general clean up, grade checker, grading and backfilling, hoists, hod carrier, landscaping, mason tender, multi building trades tender, jackhammer, pavement breaker, poured gypsum roof work, power tampers, power walk behind roller, pressure blasting, power mixer, scaffolding, snow removal, signal person, sandblasting, styrofoam and similar installation, radio control equipment including but not limited to radio control tampers and rollers, radio control excavator, all erecting and dismantling of scaffold for masonry regardless of height, walking and riding power buggies, temporary weather protection, wrecking, waterproofing, stone and tile setter, radio controlled hammers and breakers, unloading of trucks, air track, assembling and placing gabion baskets, asphalt, blaster, bob cat type machine for demo and clean up, chain link fence, chain saw, chipping hammer, concrete conveyor belt, saw, core drill, corrugated pipe, construction specialist, cleaning machine, concrete form setter, conduit layer, cutting torch, discharge pipe, drill chuck tender, duct bank layer, explosive handler, hydraulic splitter, granite or stone curbing, handler, joy and jib drill, IngersollRand heavy duty crawler master type HCMZ drill machines or equivalent, laser level, nonmetallic pipe layer, metallic pipe layer, LeRoi hydraulic drill or similar, mega mixer, power fork lift, prestressed and precast concrete, power brush cutter, pumpcrete machine, retaining walls, rip rap, retention and toxic and hazardous waste liners, setting of block, setting of block, setting of brick, setting of stone, sound barriers, transit under laborers jurisdiction, tow behind concrete or grout pump, traffic and pedestrian stripping, surface planner, manufactured curb, walk behind surface planner, wagon drill, welding; * asbestos abatement work, lead abatement work, toxic and hazardous waste related work; when protective equipment and clothing are not required.

GROUP 2: Forklift for masonry purposes

GROUP 3: Asbestos Abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

BUILDING CLASSIFICATIONS

GROUP 1: Asbestos abatement work, lead abatement work, toxic and hazardous waste related work; when protective equipment and clothing are not required.

GROUP 2: Asbestos abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day

LABORERS HEAVY AND HIGHWAY CLASSIFICATIONS

GROUP 1: Flagperson, gateperson

GROUP 2: General laborers, chuck tender, handling and distributing drinking water, distributing all tools and supplies of laborers, nipper, powder carrier, magazine tender, warehouse laborers, concrete man, vibrator man, mason tender, mortar man, spraying, brushing and covering of concrete for curing and preservative purposes, traffic striper, scaffold builder, concrete curb and sidewalk form setter; permanent traffic striping and reflective devices, placing and maintenance of all flares, cones, lights, signs, barricades, traffic patterns, and all temporary reflective type materials for traffic control, custodial work, traffic directors, temporary heat or light tenders, tool room, dewatering pump men, pitman, dumpmen, snow removal and firewatch, asphalt man, joint setter, signal person, pipelayer, pipelining and relining, wellpoints, conduit and duct layer, wire puller rip rap and dry stone layer, steel rod carrier, core drill, rock splitter, Hilti gun air or electric, jackhammer, bush hammer, pavement breaker, chipping hammer, wagon drill, air track, jib rig, joy drill, gunite and sand blasting, coal passer and other machine operators, power tool operator, sprayer and nozzle man on mulching and seeding machine, all guard rail and fence, all seeding and sod laying, all landscape work, grade checker, all bridge work, walk behind self-propelled power saw, grinder, groover or similar type machine, walk behind tamper and roller of all types, salvage, stripping, wrecking and dismantling laborer (including barman, cutting torch and burner man), sheeting and shoring coming under laborers

jurisdiction, bit grinder, operator of form pin puller and drivers, sandblasting, joint and jet sealer, filling and wiring baskets for gabion walls, permanent sign man, median barrier,

sta-wall or similar type product, chain saw operator, railroad track laborer, waterproofer, pre-stressed and pre-cast concrete brick, block and stone pavers, power tools used to perform work usually done by laborers, power buggy and pumpcrete operator, fireproof, plaster and acoustic pump, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous materials abatement when protective clothing and equipment is not required, power brush cutter, retention liners, artificial turf, retaining walls, walk behind surface planer, welding related to laborers work, remote controlled equipment normally operated by laborers, all technician work including but not limited to stitching, seaming, heat welding, fireproof sprayer, mortar mixer, concrete finisher, form setter for concrete curbs and flatwork. Gunite nozzle man, stone cutters, granite stone layer, manhole, catch basin or inlet installing, laser men. Ground man on milling machine.

GROUP 3: Ingersoll Rand heavy duty crawler master type HCMZ any drill using 4" or larger bit, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required, all working foremen including grade, pipe, concrete, clearing, blacktop, drill, paving and blaster etc., Hydraulic drill or similar, forklift for masonry only, Blaster and asphalt screedman.

GROUP 4: Asbestos, toxic, lead or hazardous material

abatement foreman.

HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement; when protective equipment and clothing are not required.

GROUP 2: Asbestos toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required.

FOOTNOTE:

PAID HOLIDAYS: New Years Day, Presidents's Day, Memorial Day, Independence Day, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day

TUNNEL, SHAFT & CASSION CLASSIFICATIONS

GROUP 1: Laborer, Pit and Dumpman, Chuck Tender, Brakeman and Powder

GROUP 2: Miner and all mavhine men, Safety Miner, all shaft work, casson work, drilling, blow pipe, all air tools, tugger scaling, nipper gunniting srom pot to nozzle, bit grinder, singal man (top and bottom), shift steward, concrete man, shield driven tunnel, mixed face and soft ground liner plate tunnel in free air.

LABO1000-001 06/01/2003

DUTCHESS COUNTY

| | Rates | Fringes |
|-----------------------|----------|---------|
| Laborers: | | |
| BUILDING CONSTRUCTION | | |
| GROUP 1..... | \$ 22.25 | 14.15 |
| GROUP 2..... | \$ 22.75 | 14.15 |
| GROUP 3..... | \$ 24.60 | 14.15 |

LABORERS CLASSIFICATIONS (BUILDING)

GROUP 1: Mason tenders, carpenter tenders, laborer stripping and cleaning forms, laborer grading and digging ditches, sweepers, cleaners.

GROUP 2: Hod carriers, plasterers' tenders, scaffold builders (padlock and self-supporting scaffold 14 ft. or under all runways, mortar mixers) machine and hand, concrete mixers by machine under 21e, vibrators, form setters, asphalt rakers, handling reinforcement rods, drillers, jackhammer, operator, signalman, gunniting, motorbugs, water pump 2" or under barco machine, wreckers, paving breakers, power saw operators, other machine operators.

GROUP 3: Blasters, Laser beam operator.

LABO1000-004 05/01/2003

DUTCHESS COUNTY

| | Rates | Fringes |
|-----------------|----------|---------|
| Laborers: | | |
| HEAVY & HIGHWAY | | |
| GROUP 1..... | \$ 18.85 | 13.60+a |
| GROUP 2..... | \$ 22.61 | 13.60+a |
| GROUP 3..... | \$ 23.61 | 13.60+a |

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Flagperson, placing and maintenance of all flares, cones, light, signs, barricades, traffic control, custodial work, traffic directors, temporary heat or light tenders, tool rooms.

GROUP 2: General Laborers, Dumpman, Pitman, Concrete Man, Signal Man, Pipelayer, Rip Rap, Dry Stone Layer, Jackhammer, Powderman, Highscalers, Power Buggy Operator, Steel Rod Carrier, Vibratory Operator, Other Machine Operator, Wrecking, Vibrator Operator-Compactor, Guniting and Sand Blasting, Water Pump 2" or under, Nipper, Chucker, Asphalt Workers.

GROUP 3: Asphalt Raker, Asphalt Screeman, Drillers (all), Laser Beam Operator, Form Setter/Aligners, Blasters.

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Good Friday, Washington's Birthday, November Election Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day and Christmas Day and Veteran's Day.

* PAIN0009-004 05/01/2004

DUTCHESS, ORANGE, SULLIVAN and ULSTER COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| Glazier..... | \$ 33.60 | 22.87 |
| ----- | | |
| PAIN0009-018 05/01/2003 | | |

| | Rates | Fringes |
|---------------------------|----------|---------|
| Finisher | | |
| ORANGE COUNTY | | |
| Drywall Finishers..... | \$ 22.19 | 11.21 |
| Painters: | | |
| DUTCHESS COUNTY, SULLIVAN | | |
| AND ULSTER COUNTIES | | |
| Bridges, Swing Stage, | | |
| Boatswain Chair, Pick & | | |
| Cables over 20 ft..... | \$ 39.99 | 11.21 |
| Drywall Finishers..... | \$ 21.39 | 11.21 |
| Lead Abatement Work..... | \$ 21.39 | 11.21 |
| Painter/Paperhanger..... | \$ 21.39 | 11.21 |
| Spray Rate..... | \$ 22.39 | 11.21 |
| Structural Steel..... | \$ 39.99 | 11.21 |
| ORANGE COUNTY | | |
| Bridges, Swing Stage, | | |
| Boatswain, Chair, Pick & | | |
| Cables over 20 ft..... | \$ 39.99 | 11.21 |

| | | |
|--------------------------|----------|-------|
| Leadabatement Work..... | \$ 22.19 | 11.21 |
| Painter/Paperhanger..... | \$ 22.19 | 11.21 |
| Spray Rate..... | \$ 23.19 | 11.21 |
| Structural Steel..... | \$ 39.99 | 11.21 |

 PLUM0201-002 04/01/2002

DUTCHESS COUNTY AND THE REMAINDER OF ULSTER COUNTY

| | Rates | Fringes |
|-------------------------|----------|---------|
| Plumber/Pipefitter..... | \$ 26.00 | 17.33 |

 PLUM0373-002 05/01/2004

ZONE 1

ORANGE COUNTY Towns of Lakeville, Four Corners, Sterling Forest, Tuxedo Park, Southfields, Arden, Newburgh Junction, Greenwood Lake, Monroe, Harriman, Woodbury Falls, Woodbury, Woodbury Station, Central Valley, and the Palisades Interstate Park and Bear Mountain Park

| | Rates | Fringes |
|-----------------------------|----------|---------|
| Plumber; Steamfitter..... | \$ 33.00 | 20.87 |
| Refrigeration Mechanic..... | \$ 23.04 | 11.88 |

 PLUM0373-003 05/01/2004

ZONE 2

SULLIVAN COUNTY (Townships of Lumberland, Forestburgh, Highland, Tusten, Mamakating, Fallsburgh, Thompson, Bethel, Cohecton, Delaware, Freemont, Callicoon, Liberty, Monticello, Neversink and Rockland); ORANGE COUNTY (Remaining Townships) and ULSTER COUNTY (Towns of Shawangurk, Wawarsing, Plattekill, Marlboro and Ellenville up to Napanoch Prison)

| | Rates | Fringes |
|---------------------------|----------|---------|
| Plumber; Steamfitter..... | \$ 32.00 | 19.13 |

 * ROOF0008-002 07/01/2004

| | Rates | Fringes |
|---|----------|---------|
| Roofer (including Built Up, Composition and Single Ply).... | \$ 32.08 | 21.28 |

 SFNY0669-002 01/01/2005

| | Rates | Fringes |
|-----------------------|----------|---------|
| Sprinkler Fitter..... | \$ 31.50 | 12.75 |

 SHEE0038-001 07/01/2004

| | Rates | Fringes |
|-------------------------|----------|---------|
| Sheet metal worker..... | \$ 34.72 | 20.26 |

 TEAM0445-001 05/01/2004

| | Rates | Fringes |
|----------------|----------|---------|
| Truck drivers: | | |
| GROUP 1..... | \$ 25.75 | 16.75+a |
| GROUP 2..... | \$ 25.65 | 16.75+a |
| GROUP 3..... | \$ 25.45 | 16.75+a |
| GROUP 4..... | \$ 25.35 | 16.75+a |
| GROUP 5..... | \$ 25.25 | 16.75+a |

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Labor Day, President's Day, Presidential Election Day, Veterans Day, Decoration Day, Independence Day, Thanksgiving Day and Christmas Day provided the employee works two days in any calendar week during which the holidays occurs.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Drivers on Letourneau tractors, double barrel euclids, Athey wagons and similar equipment (except when hooked to scrapers), drivers on low beds, I-beam and pole trailers, drivers of road oil distributors, tire trucks and tractors and trailers with 5 axles and over.

GROUP 2: Drivers on all equipment 25 yards and over, up to and including 30 yard bodies and cable dump trailers and powder and dynamite trucks.

GROUP 3: Drivers on all equipment up to and including 24 yard bodies, mixer trucks, dump crete trucks and similar types of equipment, fuel trucks and all other tractor trailers.

GROUP 4: Drivers on ten-wheelers, grease trucks and tillermen.

GROUP 5: Drivers on pick-up trucks used for materials & parts, drivers on escort man over-the-road and drivers on straight trucks.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

(End of Summary of Changes)